

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A: RCMP / GRC Procurement & Contracting Services c/o Commissionaires, F Division 6101 Dewdney Avenue Regina, SK S4P 3K7

INVITATION TO TENDER

APPPEL D'OFFRES

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefore.

Proposition aux: Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté l Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaries

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title-Sujet: Rehabil Historic Governmen Buildings, Waterton	t of Canada	Date 20 March 2019			
Solicitation No. – N° de l'invitation M5000-19-5012/B WP-19-00868423					
Client Reference N 201905012	o No. De Référei	nce d	u Client		
Solicitation Closes	-L'invitation pren	d fin			
At/à: 2:00 pm	F	C	Central Standard Time		
On/le: 10 April 2	2019				
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Vo aux présentes	bir Duty – Droits See herein — Voir aux présentes			
Destination of Good services See herein — Voir a		Destii	nations des biens et		
Instructions See herein — Voir a	ux présentes				
Address Enquiries renseignements à Teresa Hengen teresa.hengen@rcmp					
Telephone No. – No). de téléphone		simile No. – No. de copieur:		
639-625-3449		300	6-780-5232		
Delivery Required - Livraison exigée: See herein — Voir aux présentes			Delivery Offered - Livraison proposée		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
Telephone No. – No. de téléphone			Facsimile No. – No. de télécopieur		
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature			Date		

Canadä



INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

This bid solicitation cancels and supersedes previous bid solicitation number M5000-19-5012/A dated 21 February 2019 with a closing date of 13 March 2019 at 2:00 p.m. Central Standard Time.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI15 "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements, Document Safeguarding Location".

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

The following sections of clause R2710T are set out in Web site;

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

- GI01 Integrity Provisions Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI05 'Submission of Bid'.

SI02 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - a. Invitation to Tender Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions Construction Services Bid Security Requirements R2710T (2018-06-21), amended as follows:

Subsection GI16 Performance Evaluation: Delete: in its entirety Insert: GI16 intentionally left blank

- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T (2018-06-21) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non- compliant.



SI04 OPTIONAL SITE VISIT

1. There will be a site visit on 28 March 2019 at 09 00 MST. Interested bidders are to meet at Waterton RCMP Detachment – 202 Waterton Ave, Waterton Park, AB T0K 2M0

The site visit for this project is OPTIONAL but strongly suggested due to the complexity and detail contained within the scope of work.

Bidders must notify the Contracting Authority, via email, two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend, if no notification is provided the site visit will be cancelled. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

SI05 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

- 1. The bid shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
- 2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
- 3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 QUALIFICATIONS;
 - b. Solicitation Number; and
 - c. Name of Bidder.
- 4. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
- 5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
- 6. Copies of first page of bid solicitation amendment(s) to be submitted with bid or within five (5) days upon request from the Contracting Authority, duly signed/initialed, verifying proof of receipt.

SI06 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (306) 780-5232.

SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening at bid deposit time.

- 2. Envelope 1 Qualifications will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned to the bidder upon request.
- 3. Envelope 2 Price Submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
- 4. The responsive bid with the lowest price will be recommended for contract award.
- 5. Following solicitation closing, the bidder with the responsive bid with the lowest price will be notified. Following contract award, the remaining bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to Tender.

SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI09 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI10 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

SI11 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension; or
 - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.



SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with **one electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

SI13 RECOURSE MECHANISMS

If you have any concerns relating to the procurement process, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO). https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms

SI14 PROMOTION OF DIRECT DEPOSIT INITIATIVE

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate_accounting@rcmp-grc.gc.ca</u>

SI15 SECURITY RELATED REQUIREMENTS

- 1. **Before commencement of the Work, the Contractor must hold a valid** Security Clearance as indicated in section SC01 of the Supplementary Conditions.
- 2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

SI16 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL

Buy and Sell <u>https://www.achatsetventes-buyandsell.gc.ca</u>

Canadian economic sanctions http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Bid Bond (form PWGSC-TPSGC 504) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf



Performance Bond (form PWGSC-TPSGC 505) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

Standard Acquisition Clauses and Conditions (SACC) Manual <u>http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

PWGSC, Code of Conduct http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting <u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</u>

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link) <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html</u>

Trade Agreements <u>https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements</u>



CONTRACT DOCUMENTS (CD)

d.

- 1. The following are the Contract Documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;

General Conditions and clauses		
GC1 General Provisions	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2018-06-21);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2882D	(2016-01-28);
GC9 Contract Security	R2890D	(2018-06-21);
GC10 Insurance	R2900D	(2008-05-12);

Subsection GC1.22 Performance-evaluation: Contract of R2810D (2017-11-28), incorporated by reference above, is amended as follows: Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

- e. Supplementary Conditions
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.
- 4. Procurement Ombudsman
- 4.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve the process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.



4.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

- 5. Authorities
- 5.1 Contracting Authority

The Contracting Authority for the contract is:

Teresa Hengen Royal Canadian Mounted Police Procurement Officer 5600-11th Ave Regina, SK S4P 3J7 Telephone: 639-625-3449 Facsimile: 306-780-5232 E-mail: teresa.hengen@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 RCMP Departmental Representative (Project Manager) [To be confirmed at contract award]

The RCMP Departmental Representative (Project Manager) for the contract is:

Name:		
Title:		
Organization:		
Address:		
Telephone :	 	
Facsimile:		
E-mail address:		

The RCMP Departmental Representative (Project Manager) is the representative of the department or agency for whom the Work is being carried out under the contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the RCMP Departmental Representative; however, the RCMP Departmental Representative has no authority to authorize changes to the contract. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

- 1. The following security requirements (SRCL and related clauses) apply and form part of the Contract. Before the commencement of Work the following conditions must be met:
- 1.1 The Contractor's personnel are required to be security cleared at the level of Reliability Status for the site supervisor and/or project manager, Facility Access without escort for interior work and Facility Access for exterior work as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
- a. The Contractor SHALL NOT remove or make copies of any PROTECTED, DESIGNATED or CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- b. The Consultant must comply with the provisions of the: Security Requirements Check List (SRCL) attached at Appendix B.

SC02 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) **Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) **Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) **Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.



SC03 MANDATORY HEALTH AND SAFETY

FOR WORK IN ALBERTA

1. EMPLOYER/PRIME CONTRACTOR

- 1.1. The Contractor shall, for the purposes of the Occupational Health and Safety Act and Regulations, and for the duration of the Work of the Contract:
 - 1.1.1. act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2. assume the role of Contractor/Principal Contractor/Constructor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3.. agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the GC3 Execution and Control of Work GC 3.7, to the Project Manager's order * to:
 - 1.1.3.1. assume, as the Principal Contractor, the responsibility for the Canada's other Contractor(s); or
 - 1.1.3.2. accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order definition": after contract award, Contractor is ordered by a Change Order

2. WORKERS COMPENSATION BOARD AND SAFETY PROGRAM

- 2.1. The recommended Tenderer shall provide to the Contracting Authority, prior to Contract Award:
 - 2.1.1. a Workers Compensation Board Premium Rate Statement;
 - 2.1.2. a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or will be or who are anticipated to be present on the work site(s); and
 - 2.1.3. a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP.
- 2.2 The recommended Tenderer shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise/disqualification from the project, at which time the Contracting Authority will be free to approach the next lowest responsive/another Tenderer.

3. PERMITS, NOTIFICATIONS AND SAFETY PLAN

3.1 The Contractor shall provide to the Project Manager:

3.1.1. prior to the pre-construction meeting, a transmittal and copy of the Advance Notification of Project form, contained herein, as sent to the Authority Having Jurisdiction (AHJ), unless this requirement is waived by the Project Manager; and

3.1.2. prior to commencement of work and without limiting the terms of General Instructions to Bidders GI14 and GC4 - Protective Measures GC 4.2



3.1.2.1. copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or (AHJ); and

3.1.2.2. a site specific Health and Safety Plan which is acceptable to the AHJ, unless this requirement is waived by the Project Manager.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Rehabilitation of Historic Government of Canada Buildings, Waterton, AB

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:	 	. <u> </u>
Operating Name (if any):	 	
Address:	 	
Telephone:		
E-Mail address:		

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents, for the Total Bid Amount of

\$ ______ excluding GST/HST. (amount in numbers)

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

A binding Contract will be issued by Canada to the Bidder with a responsive bid carrying the lowest price. The documents forming the Contract will be the Contract Documents identified in Contract Documents (CD) section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work by 31 March 2020.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date



ANNEX A – SPECIFICATIONS AND DRAWINGS

All specifications and drawings are included as a separate document, and to be referenced as:

- 1703 Rehabilitation of Historic Buildings (ARCH)
 1703 Rehabilitation of Historic Buildings (ELEC)
- 1703 Rehabilitation of Historic Buildings (MECH)
- 1703 Re-Tender Specifications



ANNEX B - SECURITY REQUIREMENT CHECK LIST (SRCL)

(Included as a separate document)



APPENDIX 1 - QUALIFICATION FORM

Bidder Instructions: The Bidder is requested to respond to the Evaluation Criteria using the table formats below. Note to Bidders: Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section is omitted from the Bid, it will be set aside without further consideration and the Bid will be considered to be nonresponsive. In the case of any Mandatory Criteria, a lack of supporting information will render the Bid non-responsive and will be set aside without further consideration.

MANDATORY REQUIREMENTS

At bid closing time, the Bidder must :

- a) comply with the following Mandatory Requirements; and
- b) provide the necessary documentation to support compliance.

Any Bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

#	Mandatory Requirements	MET (Yes/No)
M1	 The Bidder must have recently completed at least 2 construction projects of a highly detailed nature, similar to the work described in the specifications and drawings in Annex 'A'. For the purpose of this mandatory requirement, 'recent' as well as 'similar complexity' is defined as each project demonstrating the following components: Construction completed within the last 8 years; and The value of construction was greater than \$200,000.00. 	
	*Note: Bidder to provide substantiation of above Mandatory Requirement using Project 1 and Project 2 Tables below.	



PROJECT 1:	
Date of Project Start Date:	Project Completion Date:
Project Location:	
Project Title:	
Description of project (Must include components of 'rece M1 to be compliant):	ent' as well as 'similar complexity and size' specified in



PROJECT 2:	
Date of Project Start Date:	Project Completion Date:
Project Location:	
Project Title:	
Description of project (Must include components of 'recompliant):	ent' as well as 'similar complexity and size' specified in

APPENDIX 2 - CERTIFICATE OF INSURANCE (Not required at solicitation closing) CERTIFICATE OF INSURANCE

Services gouvernementaux	Public Works and Government Services Canada			UNAIOL	•	Page 1 of 2
Description and Location of Work						Contract No.
						Project No.
Name of Insurer, Broker or Agent	Address (N	o., Street)	City	Province	Postal	Code
Name of Insured (Contractor)	Address (N	o., Street)	City		Province	Postal Code
Additional Insured						
Her Majesty the Queen in Right	of Canada as represented b	y the Minister o	of Public Works a	nd Government	t Services	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Lia	bility
Commercial General Liability				Per Occurrence	Annual General Aggregate \$	Completed Operations Aggregate \$
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ □Per Incident □ Per Occure		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ □Per Incident □ Per Occure		Aggregate \$
Insert other type of insurance as required				\$		
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
Signature	Signature D / M / Y					Date D/M/Y



General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.
- Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</u>).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

Appendix 3 – Bid Submission Check List

Submission of Bid, as per R2710T, GI09; and SC03:

Front page of ITT	- completed and signed
BID AND ACCEPTANCE FORM (BA)	- completed and signed
Front page of Amendment(s)	- signed or initialed, if applicable
Bid Security	-original
Appendix 1 - Qualification Form	-completed in its entirety
Outside of Envelope	- Solicitation Number, Bidder, Return Address, Closing Date and Time

To be submitted to the following address, on or before solicitation closing date and time:

RCMP / GRC Procurement & Contracting Services c/o Commissionaires, F Division 6101 Dewdney Avenue Regina, SK S4P 3K7