



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A:**

**Bid Receiving/Réception des soumissions**

Bid Receiving/Réception des soumissions  
RCMP H Division HQ  
Procurement and Material Management  
80 Garland Ave, Mailstop H-066  
Dartmouth, NS B3B 0J8  
Fax: 902-426-7136

**INVITATION TO TENDER**

**INVITATION À SOUMISSIONNER**

**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 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 I 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 - Commentaires :**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.

<b>Title-Sujet</b> CONSTRUCTION OF NEW GOVERNMENT OF CANADA BUILDING - ROCKY HARBOUR, NL		<b>Date</b> June 18, 2019
<b>Solicitation No. – N° de l'invitation</b> M1000-0-0889		
<b>Client Reference No. - No. De Référence du Client</b> NOT APPLICABLE		
<b>Solicitation Closes –L'invitation prend fin</b>		
<b>At/à:</b>	2:00 p.m.	ADT (Atlantic Daylight Time) HAA (heure avancée de l'Atlantique)
<b>On/le:</b>	July 4, 2019	
<b>Delivery - Livraison</b> See herein - Voir aux présentes	<b>Taxes - Taxes</b> See herein - Voir aux présentes	<b>Duty – Droits</b> See herein - Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein - Voir aux présentes		
<b>Instructions</b> See herein - Voir aux présentes		
<b>Address Enquiries to - Adresser toute demande de renseignements à</b> Sandra Bremner, Procurement Officer <a href="mailto:Sandra.Bremner@rcmp-grc.gc.ca">Sandra.Bremner@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 902-720-5355	<b>Facsimile No. – No. de télécopieur:</b> 902-426-7136	
<b>Delivery Required - Livraison exigée :</b> See herein – Voir aux présentes	<b>Delivery Offered - Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative - Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



## **INVITATION TO TENDER**

### **CONSTRUCTION OF NEW GOVERNMENT OF CANADA BUILDING - ROCKY HARBOUR, NL**

#### **IMPORTANT NOTICE TO BIDDERS**

##### **TWO PHASE SELECTION PROCESS**

This is a two phase selection process. Refer to the Special Instructions to Bidders.

##### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions, please consult "Special Instruction to Bidders", SI14, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements".

##### **APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)**

In accordance with R2710T (2019-05-30) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Phase Two bid shall be based on use of the named materials. During the Phase Two solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the Phase Two solicitation closing date. If the alternative materials are approved for the purposes of the Phase Two bid, an addendum to the Phase Two bid documents shall be issued.



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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following 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. This is a two phase selection process. Bidders responding to this ITT are requested to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidder, refer to SI05 'Submission of Bid'. Following evaluation of these bids, Bidders are advised of their competitive standing and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid. Phase Two bids cover the pricing. A combination of the Phase One and Phase Two submissions constitutes the final bid.
3. Initially, suppliers are invited to submit a bid in the first phase of the selection procedure outlined below. Only the Phase One information asked for in the ITT is to be included in the Phase One bid, and evaluation of Phase One bids will be carried out only on the Phase One information requested.

### 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 (2019-05-30), amended as follows:
    - i. Subsection G116 Performance Evaluation:  
Delete: in its entirety  
Insert: G116 intentionally left blank
    - ii. Amendments identified in any other sections of the Special Instructions to Bidders (SI)  
The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. The bid submitted at Phase One in response to this ITT and Phase One Qualification Form;
  - g. The bid submitted at Phase Two, the Phase Two Bid and Acceptance Form and related Appendix(s) and Attachments; and
  - h. Any solicitation amendments issued during either Phase One or Phase Two.

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 (2019-05-30) 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

1. Enquiries during the Phase One solicitation period must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at [Sandra.Bremner@rcmp-grc.gc.ca](mailto:Sandra.Bremner@rcmp-grc.gc.ca) as early as possible within the solicitation period. 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. Enquiries during the Phase Two solicitation period must be submitted in writing to the Contracting Authority as early as possible within the solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received within the enquiry period to be confirmed for Phase Two to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
3. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
4. 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.
5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

#### **SI04 SITE VISIT**

##### **A. Phase One**

There will not be a site visit for this Phase One solicitation process.

##### **B. Phase Two**

There will be a Phase Two site visit on [date and time to be determined later]. Interested Bidders are to meet at [location of site visit to be determined later].

#### **SI05 SUBMISSION OF BIDS**

Section GI09 of R2710T is replaced by the following:

##### **A. Phase One submission of bid**

1. The Phase One bid shall be submitted in one bid envelope.
2. The Phase One 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 Phase One bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Phase One 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. PHASE ONE QUALIFICATIONS;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. Timely and correct delivery of bids is the sole responsibility of the Bidder.
5. Phase One bids received by fax will be accepted as official.

R2710T section GI07, add the following paragraph:

5. Phase One bids received by fax will be accepted as official and must meet the following requirements:



- a. Must be completed on Appendix 1 - Phase One Qualification Form
- b. Must indicate
  - Solicitation number
  - Bidder's name
  - Closing date and time
- c. Must be received before tender closing time at fax number 902-426-7136.

**B. Phase Two submission of bid**

1. The Phase Two bid shall be submitted in one bid envelope.
2. The Phase Two bid envelope shall be addressed and submitted to the address to be provided by the Contracting Authority to Phase One responsive Bidders. The Phase Two bid must be received on or before the date and time set for solicitation closing in accordance with the instructions to be provided by the Contracting Authority to Phase One responsive Bidders. The Bidder shall ensure that the following information is clearly printed or typed on the face of the Phase Two bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. 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. PHASE TWO PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. Unless otherwise specified in the Special Instructions to Bidders
  - a. The bid price shall be in Canadian currency;
  - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Due to the nature of the Phase Two bid solicitation, original Phase Two bids transmitted by facsimile or e-mail to the RCMP will not be accepted.

**SI06 REVISION OF BID**

Paragraph 1 of GI10 of R2710T is replaced by the following;

1. A Phase One and/or Phase Two bid submitted in accordance with these instructions may be revised by physically delivering a new qualification and/or price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE,
  - b. Solicitation Number, and
  - c. Name of Bidder



Paragraph 3 of G110 of R2710T is replaced by the following;  
3. Intentionally left blank.

#### **SI07 OPENING OF BIDS/EVALUATION**

1. There will be no public opening at Phase One or Phase Two bid deposit time.
2. Phase One Qualifications – will be opened privately. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the Phase One mandatory requirement(s) will render the Phase One bid non-compliant and no other consideration will be given to the Phase One bid.
3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.
4. Phase Two Price - Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-compliant and no other consideration will be given to the Phase Two bid.
5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
6. Following solicitation closing, the Bidder with the lowest price will be notified. Following contract award, the Phase Two bid results may be obtained from the Contracting Authority.

#### **SI08 COMPLETION OF SUBMISSION**

The Bidder shall base the Phase One and Phase Two bids 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, and for responsive Phase One Bidders the subsequent Phase Two documents.

#### **SI09 INSUFFICIENT FUNDING**

In the event that the lowest compliant Phase Two 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 Phase Two bid.

#### **SI10 DEBRIEFINGS**

##### **A. Phase One**

After Bidders have been advised of their Phase One competitive standing, Bidders may request a debriefing on the results of the Phase One bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the Phase One bid solicitation process. The debriefing may be in writing, by telephone or in person.

##### **B. Phase Two**

Debriefings do not apply to Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award the Phase Two bid results may be obtained from the Contracting Authority.



## SI11 BID VALIDITY PERIOD

### A. Phase One

1. There is no bid validity period for Phase One of the solicitation process.

### B. Phase Two

1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two 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 Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two 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 Phase Two bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the Phase Two bids of those who have accepted the proposed extension; or
  - b. cancel the solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

## SI12 RECOURSE MECHANISMS

If you have any concerns relating to the procurement process, please refer to the Recourse Mechanisms page on the [Buyandsell.gc.ca](https://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>

## SI13 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: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)

## SI14 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.

## SI15 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&section=text#appl>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

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

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link)

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade Agreements

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



## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2014-11-28);
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	R2865D	(2019-05-30);
	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);
  - e. 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 Phase One or Phase Two 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 Phase Two bid; and acceptance of the Phase Two bid;
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions;
  - i. Phase One bid and related Appendix(s); and
  - j. Phase Two bid and related Appendix(s) and Attachments.

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

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 their 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](mailto:boa-opo@boa-opo.gc.ca).



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](mailto:boa-opo@boa-opo.gc.ca).

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Bremner  
Title: Procurement Officer  
Organization: Royal Canadian Mounted Police  
Address: 80 Garland Ave, Mailstop H-066  
Dartmouth, NS B3B 0J8  
Telephone: 902-720-5355  
Facsimile: 902-426-7136  
E-mail: [Sandra.Bremner@rcmp-grc.gc.ca](mailto:Sandra.Bremner@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: \_\_\_\_\_

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.

5.3 Contractor's Representative [To be confirmed at contract award]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY RELATED REQUIREMENTS**

The following security requirements (SRCL and related clauses) apply and form part of the Contract. Before the commencement of the Work the following conditions must be met:

1. The Contractor's personnel are required to be security cleared at the level [to be determined later] by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
2. The Contractor must comply with the provisions of the Security Requirements Check List (SRCL) attached at ANNEX C.

### **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.



## APPENDIX 1 – PHASE ONE QUALIFICATION FORM

Bidder Instructions: The Bidder is requested to respond to the Phase One 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 Phase One bid, it will be set aside without further consideration and the Phase One bid will be considered to be non-responsive. In the case of any mandatory criteria, a lack of supporting information will render the Phase One bid non-responsive and will be set aside without further consideration.

### MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must:

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

Any Phase One 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)
<b>M1</b>	<p>The Bidder must have recently completed at least two (2) construction projects, each project demonstrating the following components:</p> <ol style="list-style-type: none"> <li>1. Construction completed within the last five (5) years; and</li> <li>2. Construction or renovations of a law enforcement, government or institutional building 300 square meters or greater; and</li> <li>3. The value of construction was greater than \$2,000,000.00.</li> </ol> <p><u>Note:</u>  <u>Bidder to provide substantiation of above Mandatory Requirement using Project 1 and Project 2 Tables below.</u></p>	



**PROJECT 1:**

<b>Project Title:</b>	
<b>Date of Project Start Date:</b>	<b>Project Completion Date:</b>
<b>Project Location:</b>	<b>Value of Project:</b>
<b>Description of project (Must include components specified in M1 to be compliant):</b>	

**PROJECT 2:**

<b>Project Title:</b>	
<b>Date of Project Start Date:</b>	<b>Project Completion Date:</b>
<b>Project Location:</b>	<b>Value of Project:</b>
<b>Description of project (Must include components specified in M1 to be compliant):</b>	



**APPENDIX 2 – PHASE TWO BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

CONSTRUCTION OF NEW GOVERNMENT OF CANADA BUILDING IN ROCKY HARBOUR, NL

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name: \_\_\_\_\_

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

**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 \$ \_\_\_\_\_ (amount in numbers) *(including mark-up, overhead & profit on all Work; and excluding Applicable Tax(es)).*

**BA04 BID VALIDITY PERIOD**

The Phase Two 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 Phase Two 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 January 31, 2021.

**BA07 BID SECURITY**

The Bidder must enclose bid security with its Phase Two bid in accordance with GI08 - Bid Security Requirements of 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







### APPENDIX 4 – PHASE TWO LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with its Phase Two Bid.
- 2) The Bidder should submit the list of Subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two Bid Price.

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



## **ANNEX A – PHASE TWO SPECIFICATIONS**

All specifications will be included as separate documents in Phase Two.



## **ANNEX B – PHASE TWO DRAWINGS**

All drawings will be included as separate documents in Phase Two.



## **ANNEX C - PHASE TWO SECURITY REQUIREMENT CHECK LIST (SRCL)**

SRCL will be included as a separate document in Phase Two.



**ANNEX D – PHASE TWO CERTIFICATE OF INSURANCE** (Not required at solicitation closing)

**CERTIFICATE OF INSURANCE**

Description and Location of Work <b>CONSTRUCTION OF NEW GOVERNMENT OF CANADA BUILDING IN ROCKY HARBOUR, NL</b>	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
*Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police.*

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

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.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



CERTIFICATE OF INSURANCE Page 2 of 2

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 Royal Canadian Mounted Police as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' 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" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).