



RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des soumissions

EMAIL : E Pacific Bids@rcmp-grc.gc.ca

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, 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 la 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 DOES NOT CONTAIN A SECURITY REQUIREMENT

Title-Sujet: RCMP Midway Residence Site Drainage Improvements		Date : 2021/08/30
Solicitation No. – N° de l’invitation : M2989-0-0039/A		
Client Reference No. - No. De Référence du Client : 202200312		
Solicitation Closes –L’invitation prend fin		
at/à:	14:00	PDST(Pacific Daylight SavingsTime)
on/le:	2021/09/14	
Delivery – Livraison : See herein.	Taxes : See herein.	Duty – Droits : See herein.
Destination of Goods and Services – Destinations des biens et services : See herein.		
Instructions : See herein.		
Address Enquiries to - Adresser toute demande de renseignements à : Alice Weng Procurement and Contracting Alice.weng@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone:		
Delivery Required - Livraison exigée: See herein.	Delivery Offered - Livraison propose:	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l’entrepreneur:		
Telephone No. – No. de téléphone:		
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	



CONSTRUCTION INVITATION TO TENDER

RCMP Midway Residence Site Drainage Improvements
(Midway, BC)

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

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

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2020-05-28) 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) (2020-05-28)

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 a drainage improvement project in Midway, BC.
2. This is a two phase selection process. Bidders responding to this ITT are to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidders, refer to SI05 'Submission of Bid'. Following evaluation of Phase One bids, Bidders are advised of their competitive standing and responsive Phase One Bidders will be invited to submit 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 bids 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 Phase One bids, 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 (2020-05-28), amended as follows:
 - i. Subsection GI16 Performance Evaluation:
Delete: in its entirety
Insert: GI16 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 the "Contract Documents" (CD) section;
 - e. Phase One Qualification Form;
 - f. Phase Two Bid and Acceptance Form and related Appendices and Attachments;
 - g. Phase Two specifications and drawings; 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 (2020-05-28) 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 the 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 the RCMP or its Minister.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries during the Phase One solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender - Page 1 at alice.weng@rcmp-grc.gc.ca as early as possible within the Phase One solicitation period. Enquiries should be received no later than 5 working days prior to the date set for the Phase One 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 by email to the Contracting Authority named on the Invitation to Tender - Page 1 alice.weng@rcmp-grc.gc.ca as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in G115 of R2710T, enquiries should be received no later than five 5 working days prior to the date set for the Phase Two solicitation closing 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 solicitation sent throughout the solicitation period must be directed ONLY to the Contracting Authority named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.
5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 MANDATORY/OPTIONAL SITE VISIT

A. Phase One

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

B. Phase Two

1. There will be a Phase Two site visit. The date, time and location for the Phase Two site visit will be identified during Phase Two.

SI05 SUBMISSION OF BIDS

A. Phase One submission of bid

1. The Phase One electronic bid shall be submitted in one electronic file in PDF format.
2. The Phase One electronic bid shall be submitted by **email only** to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase One solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase One bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase One electronic bid submission email:
 - a. Solicitation number;
 - b. Name of Contracting Authority;
 - c. Bidder name and contact information (contact name, contact email, contact telephone number);
 - d. Bidder return address; and
 - e. Phase One solicitation closing date and time.
3. The Phase One Qualifications Form, and any required associated document(s), shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase One Qualification Form PDF document and in the body of the Qualification Form PDF document:
 - a. PHASE ONE QUALIFICATIONS;
 - b. Solicitation number; and
 - c. Name of Bidder.
4. Bids sent in hard copy or transmitted by facsimile will not be accepted.
5. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.



- a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;
 - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
 - iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents;
 - iv. illegibility of the bid;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of bid data.
- b. Bids transmitted via email constitutes the formal bid submission.
- c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments **must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted.** Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

B. Phase Two submission of bid

1. The Phase Two bid shall be submitted in one electronic file in PDF format.
2. The Phase Two electronic bid shall be submitted by **email only** to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase Two solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase Two bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase Two electronic bid submission email:
 - a. Solicitation number;
 - b. Name of Contracting Authority;
 - c. Bidder name and contact information (contact name, contact email, contact telephone number);
 - d. Bidder return address; and
 - e. Phase Two solicitation closing date and time.
3. The Phase Two Bid and Acceptance Form (BA), and a copy of the bid security if applicable, shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase Two BA Form and copy of the bid security (if applicable) PDF document(s), and in the body of the Phase Two BA Form PDF document:
 - a. PHASE TWO PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.

*Bid security (if applicable): Although an electronic copy of the bid security is required with the electronic bid submission, the Bidder must send the original bid security when requested by the Contracting Authority.
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. Bids sent in hard copy or transmitted by facsimile will not be accepted.
6. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.



- a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;
 - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
 - iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents;
 - iv. illegibility of the bid;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of bid data.
- b. Bids transmitted via email constitutes the formal bid of the Bidder.
- c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

SI06 REVISION OF BID

Section GI10 of R2710T is replaced by the following;

1. A Phase One and/or Phase Two electronic bid submitted in accordance with these instructions may be revised by submitting new electronic qualifications and/or price documents in PDF format by email to the Contracting Authority, provided the electronic revision is received by the Contracting Authority before the date and time set for the closing of the solicitation. All monetary revisions to bid amounts must be stated as an addition or deletion to the initial bid price. The Bidder must ensure the subject line of the email identifies the electronic revision of bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the electronic revision of bid submission email:
 - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
4. Electronic submissions: Timely and correct delivery of electronic bid revisions is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid revisions including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid revision documents;
 - ii. delay in the email transmission or email receipt of the bid revisions to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid revision submission);
 - iii. failure of the Bidder to properly identify the bid revision and RFP number in the email subject line and in the electronic bid revision documents;
 - iv. illegibility of the bid revision documents;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of the bid revision data.
 - b. Bid revisions transmitted via email constitutes the formal bid revisions of the Bidder.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be



accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. Bid revisions transmitted by email that get blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

5. Failure to comply with any of the above provisions may result in the rejection of the non-responsive revision(s) only. The bid shall be evaluated based on the original bid submitted and all other responsive revision(s).

SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening at Phase One or Phase Two bid submission 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-responsive and no further 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-responsive and no further 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. Price Support
 - a. Canada may, but will have no obligation to, request price support for any fees proposed (lump sum fees, unit prices, etc.) when there are less than 3 responsive Phase Two Bidders. If Canada requests price support, it may be requested from one or more of the responsive Phase Two Bidders. The Phase Two Bidder must provide, at Canada's request, one or more of the following price support documents, if applicable:
 - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or
 - ii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
 - iii. Price or rate certifications; or
 - iv. Any other supporting documentation as requested by Canada.
 - b. Once Canada requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where Canada determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.
7. Following Phase One solicitation closing, all Phase One Bidders will be notified of the results of their Phase One bid submissions. Only responsive Phase One Bidders will be invited to bid on Phase Two.
8. Following Phase Two solicitation closing, the Phase Two Bidder with the lowest price will be notified. Following contract award, the remaining Phase Two Bidders will be sent the results of their Phase Two bid submissions.

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 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. in the case of error in the extension or addition of unit prices, the unit price will govern;
- c. enter into negotiations with Bidders on any or all aspects of their bids;
- d. accept any bid in whole or in part without negotiations;
- e. cancel or amend the bid solicitation at any time;
- f. reissue the bid solicitation;
- g. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- h. negotiate with the sole responsive Bidder to ensure best value to Canada.

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 will be sent to Phase Two Bidders.

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](http://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/bid-follow-up/bid-challenge-and-recourse-mechanisms>
<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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

SI14 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
<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions
https://www.tradecommissioner.gc.ca/tariffs_sanctions_controls-tarifs_sanctions_controles.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
<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 related Appendices and Attachments;
- c. Drawings and specifications;
- d. General Conditions and clauses, as amended, identified as:

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
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	R2880D	(2019-11-28);
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 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 contract award;
- h. Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions; and
- i. Appendices and Attachments of the solicitation submitted with the Contractor's bid.

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 the 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 the RCMP or its Minister.

3. Construction Documents:

After contract award, the Contractor will be provided with **one electronic or paper copy** of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Additional copies, up to a maximum one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies, including costs of the copies, will be the responsibility of the Contractor.

4. Procurement Ombudsman

4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, in accordance with the contract terms and conditions. If the Parties do not reach a settlement, each party hereby consents to fully participate in and bear the cost of mediation led by the



Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Alice Weng
Title: Procurement Officer
Organization: RCMP – Procurement and Contracting Branch
Address: 14200 Green Timbers Way
Surrey, BC V3T 6P3

Telephone: 236-334-1449
Email address: alice.weng@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 : _____
Email 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.

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

Name: _____
Title: _____
Address: _____



Telephone : _____
Email address: _____



SUPPLEMENTARY CONDITIONS (SC)

SC01 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 obtain 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) calendar 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

1. LEGAL NAME AND ADDRESS OF BIDDER:

Bidder Legal Name: (In the case of a joint venture or partnership include the legal names of all members or partners.)	
Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.)	
Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.)	
Procurement Business Number (PBN): (In the case of a joint venture or partnership include the PBN of the joint venture or partnership, or the PBN for each member or partner.)	
Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.)	
Telephone # of Contact Person:	
Email Address of Contact Person:	

2. BIDDER INSTRUCTIONS:

- a. The Bidder is requested to respond to the Mandatory Requirements using the table formats below.
- b. 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 are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. N/A
- d. N/A
- e. The Bidder must establish the bidding entity upfront in Phase One, and the bidding entity must be the same for Phase One and Phase Two. The Bidder may submit its Phase One and Phase Two bids on its own, or as a joint venture or partnership. If the Bidder submits a Phase One bid as a joint venture or partnership, the Phase Two bid must be from the same joint venture or partnership; and a Phase Two bid



cannot be submitted as a joint venture or partnership unless the Bidder's Phase One bid was submitted by the same joint venture or partnership.

- f. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

3. DEFINITION OF BIDDER:

"Bidder" means the person or entity (or, in the case of a joint venture or partnership, the persons or entities) submitting a bid to perform the work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

4. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:

- a. A joint venture or partnership is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture or partnership must indicate clearly that it is a joint venture or partnership and provide the following information:
 - i. the name of each member of the joint venture or partnership;
 - ii. the Procurement Business Number of the joint venture;
 - iii. the name of the representative of the joint venture or partnership, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iv. the name of the joint venture or partnership, if applicable.
- b. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- c. The bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership. The Contracting Authority may, at any time, require each member of the joint venture or partnership to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.
- d. All of the members of the joint venture or partnership are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

- a. comply with the following Mandatory Requirements; and
- b. provide the necessary documentation 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)
M1	The Bidder must have recently completed at least 2 separate construction projects, each project must meet the following requirements: <ol style="list-style-type: none"> 1. The construction was completed within the last 5 years; and 2. The construction value was greater than \$100,000.00. 	



	<p>Bidder Instructions: Bidder to demonstrate the above Mandatory Requirements are met by submitting 2 separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).</p>	
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REFERENCE PROJECT 1:		
A. Bidder name (or joint venture/partnership member names):		
B. Project Start Date:	C. Project Completion Date:	
D. Project Location:		
E. Project Title:		
F. Brief Description of the Project:		
G. Project Components:		
1. Was the construction completed within the last 5 years; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction value greater than \$100,000.00.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

REFERENCE PROJECT 2:		
A. Bidder name (or joint venture/partnership member names):		
B. Project Start Date:	C. Project Completion Date:	
D. Project Location:		
E. Project Title:		
F. Brief Description of the Project:		
G. Project Components:		
1. Was the construction completed within the last 5 years; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction value greater than \$100,000.00.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



APPENDIX 3 – 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		



ANNEX A – PHASE TWO BID AND ACCEPTANCE FORM (BA)

NOTE TO BIDDERS: The language in this annex will be contractualized in the resulting contract. All solicitation related content will be removed and applicable clauses contractualized as required.

BIDDER INSTRUCTIONS:

Refer to Appendix 1 – Phase One Qualification Form for:

- a. The *Definition of Bidder and Joint Venture or Partnership*; and
- b. Instructions regarding the bidding entity. The Bidder must have established the bidding entity upfront in Phase One, and the bidding entity for Phase Two must be the same as submitted in Phase One.

BA01 IDENTIFICATION

RCMP Midway Residence Site Drainage Improvements
Midway, BC

BA02 LEGAL NAME AND ADDRESS OF BIDDER

The Bidder (or joint venture or partnership) legal name, operating name, address, and Procurement Business Number (PBN) must remain as submitted in the Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form</i> .	
The Bidder may request a change to the contact person for the Bidder's Phase Two bid by completing the section below. If the section below is not completed and submitted with the Bidder's Phase Two bid the contract person and coordinates submitted in the Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form</i> will be the contact person for the Bidder's Phase Two bid.	
Name of Replacement Contact Person (if applicable): (In the case of a joint venture or partnership include only the replacement contact person of the lead member or partner.)	
Telephone # of Replacement Contact Person:	
Email Address of Replacement Contact Person:	

BA03 THE OFFER PRICE

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

\$ _____ (including mark-up, overhead & profit (on all Work including mark-up, overhead & profit on any cash allowances); excluding net cost of any applicable cash allowances and excluding Applicable Taxes.)

BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of 60 calendar 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 are identified in the Contract Documents (CD) section.

BA06 CONSTRUCTION TIME



The Contractor must perform and complete the Work on or before **November 15th, 2021** from the date of contract award.

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)

If the bid is submitted as a joint venture or partnership, the bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership.

Signature

Date



ANNEX B – PHASE TWO SPECIFICATIONS

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



ANNEX C – PHASE TWO DRAWINGS

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



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

Description and Location of Work RCMP Midway Residence Site Drainage Improvements	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
Commercial General Liability Umbrella/Excess Liability				\$5M \$	\$10M \$	\$5M \$
Builder's Risk / Installation Floater				\$		
				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
				\$		
				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
				\$		

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>).