



**Royal Canadian Mounted Police
Gendarmerie royale du Canada**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:
Bid Receiving/Réception des soumissions**

Courier To:

Procurement & Contracting Services
Place 123, Room 203
12315 Stony Plain Road
Edmonton, AB T5N 3Y8

Please note: The fax number is provided only for amendments.

Facsimile Number: 780-454-4523

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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 - Commentaries

**Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur**

Telephone#: _____

Email: _____

Title-Sujet: Renovation of an existing Patrol Cabin and construction of a detached Double Garage located in Split Lake, MB	
Solicitation No. - No. de l'invitation M5000-131936/C	Date 16 May 2013
Amendment No. – No modif: 001	
GETS Reference No. - No. de Référence de SEAG 268379	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: Royal Canadian Mounted Police Split Lake Patrol Cabin Lot 1, Group 523, Township 83 Split Lake, MB R0B 1P0	
Solicitation Closes -L'invitation prend fin at - à 2:00 PM Mountain Daylight Time Zone (MDT) on - le 31st May 2013	
This document contains a PERSONEL SECURITY Clearance requirement.	
Address Inquiries to: - Adresser toute demande de renseignements à: Sandra E. Robinson, Senior Procurement Officer	
Telephone No. – No de telephone 780-341-3036	Email: sandra.robinson@rcmp-grc.gc.ca
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Name	Title (if applicable)
Signature _____ Date _____ (Please sign and return cover page with bid proposal)	



Amendment 001 has been raised to change solicitation from Minor Works to Major Works:

Delete in its entirety:

IMPORTANT NOTICES TO BIDDERS

REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> and are to be replaced with the Royal Canadian Mounted Police (RCMP).

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

The successful Contractor **MUST**:

- a) Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) days of request. The RCMP form 330-23 will need to be completed for each staff member assigned to complete the work on this project.
- b) Ensure that all persons working on site hold a valid security clearance issued by RCMP Departmental Security.
- c) Level of Security Clearance Required has been determined as "RCMP Facility Access with Escort"

CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> (to proceed with a search select "Search SACC" and insert clause reference number in ID box)

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.



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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2410T (2012-07-16)

The following GI's are included by reference and are available at the following Web Site:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>

To proceed with a “search” insert R2410T in the ID box.

- GI01 Code of Conduct for Procurement
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APPENDICES

- 1 RCMP Certification of Insurance

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- B Drawings



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the bid documents:
 - a) Invitation to Tender - Page 1;
 - b) Special Instructions to Bidders;
 - c) General Instructions to Bidders R2710T (2011-05-16);
 - d) Clauses & Conditions identified in "Contract Documents";
 - e) Drawings and Specifications;
 - f) Bid and Acceptance Form and related Appendice(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 to Bidders are 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>

3. **Submit bids via Courier or by hand only to:**

Royal Canadian Mounted Police
Procurement and Contracting
Place 123
#203, 12315 Stony Plain Road
Edmonton, AB T5N 3Y8

Fax amendments to: (780) 454-4523

Bids are to be directed only to the bid receiving address specified above. Royal Canadian Mounted Police (RCMP) will NOT assume responsibility for bids directed to any other location.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer 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 GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.



2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall 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 are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 PRODUCT OPTIONS

SI03 INTERPRETATION OF DRAWINGS

1. The Contractor shall, before close of Tender, bring to the attention of the RCMP Asset Management, the omission of any items which is obviously intended or required for a complete job. Any item that is specified or shown which varies from the code or ordinance requirements should also be reported to the RCMP Asset Management before Tender close. Failure to co-operate in these two respects will not relieve the Contractor of the responsibility of completing the work in accordance with the standard of the contract as though it has been properly incorporated in the Contract Documents.
2. Where the same items appear in more than one Specification Section or where Sub-Trades duplicate each other's work, in their Tender, the Contractor will decide before tendering who will do such work. There will be no adjustment where such an item is left out by both parties, each assuming that the other has made allowance for the same.
3. In any case of doubt as to the intention of the Drawing or Specifications, request clarification before proceeding. Should the drawings show, or the specifications call for any item which is either impractical or impossible, the Contractor is required to obtain instructions from the RCMP Asset Manager before proceeding, otherwise the Asset Manager will assume that all work can be carried out in an acceptable manner.
4. If the specifications conflict with the drawings, or vice versa, the specifications shall govern.
5. RCMP may furnish additional drawings for clarification. These additional drawings have the same meaning and intent as if they were included with the original plans referred to in the Contract Documents.
6. The Contractor shall check the existing building dimensions before starting work and ordering any materials. Discrepancies affecting the work shown on the drawings shall be reported to the RCMP Asset Manager for clarification and final decision. It is the responsibility of the Contractor to visit the site personally to verify or obtain dimensions. Any dimensions given are approximate and the RCMP assumes no responsibility for the accuracy of these dimensions.



SI04 PRODUCT OPTIONS

1. Where documents stipulate a particular product, substitutions will be considered by Owner up to five (5) working days before receipt of Bids.
2. When a request to substitute a product is made, Owner may approve substitution and will issue an Addendum to known bidders.
3. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions will not be considered.
4. Submissions shall provide sufficient information to enable the Owner to determine acceptability of such products.
5. Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
6. Unless substitutions are submitted in this manner and subsequently accepted, provide products specified.

SI05 SUBCONTRACTORS

1. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

SI06 SITE VISIT

1. There is no Site Visit scheduled. However, if you wish to visit the site, please contact Ray Daumler at 204-984-6745.
2. Bidders are advised that any clarifications or changes resulting from visits shall be included as an amendment to the bid solicitation.

SI07 REVISION OF BID

1. A bid may be revised by letter or facsimile in accordance with GI09 of R2410T "General Instructions to Bidders". The facsimile number for receipt of revisions is (780) 454-4523.

SI08 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (780) 341-3034.



SI09 INSUFFICIENT FUNDING

1. 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; and/or
 - c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI10 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 shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI10 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) of SI10 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
 - a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; 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 GI10 of R2410T "General Instructions to Bidders".

SI11 CONSTRUCTION DOCUMENTS

The successful contractor may be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer if available from the Project Manager. Additional copies, up to a maximum of one (1), will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.



SI12 SECURITY CLEARANCE

The successful Contractor MUST if requested:

1. Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on site, once building is occupied, to correct deficiencies or do warranty work for this project. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided on request.
2. Ensure that all persons working on site to correct deficiencies or do warranty work, hold a valid security clearance issued by RCMP Departmental Security.
3. The level of Security Clearance that is required for the work to commence has been deemed "RCMP Facility Access with Escort".

SI13 CODE OF CONDUCT FOR PROCUREMENT

1. To comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>), bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contract only if they will fulfil all obligations of the Contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
 - a) Payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies
 - b) Corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services
2. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

Section 121 (*Frauds on the Government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1) (d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.



4. For the purpose of this section, business concerns, organizations or individuals are Bidder's Affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management of ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.
5. Except in the limited circumstances set out in subsection 6 below, the Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. Subsection 5 has no application in the circumstances where a bidder has pled guilty of an offence contemplated in Section 01, 1. (b) and the Bidder has provided with its bid an assurance from the Competition Bureau of Canada indicating that the Bidder has been granted leniency, or in the circumstances where the Bidder provides documentation from the National Parole Board that the Bidder has obtained a criminal pardon in relation to such offence.
7. The Bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of any resulting contract arising from this bid solicitation.

SI14 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a) If the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the Bid Solicitation or in any situation of conflict of interest or appearance of conflict of interest
 - b) If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.



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§ion=text#appL>

Contracts Canada (Buy and Sell)

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

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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.pdf>

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

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

SACC Manual

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

1. Ensure that all persons working on site to correct deficiencies or do warranty work, hold a valid security clearance issued by RCMP Departmental Security.

SC02 INSURANCE TERMS

1. Exception to R2910D Insurance Terms; IT1.1 Proof of Insurance
2. RCMP'S FORM - RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC is to be used. See **APPENDIX 1**

SC03 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.



3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC04 MANDATORY HEALTH AND SAFETY

FOR WORK IN MANITOBA

1. EMPLOYER/PRIME CONTRACTOR
 - 1.1. The Contractor shall, for the purposes of the Safety Act and Regulations, Manitoba, 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. accept 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 Managers 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 Claims Cost Summary - Manitoba
 - 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. If none is required by law, a copy of a health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Tenderor certifies that it has been sent to the AHJ.
- 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.



ADVANCE NOTIFICATION OF CONSTRUCTION PROJECT

To Provincial Labour Authority:
 This Advance Notification is to advise you that we, the listed contractor, will be undertaking a Federal Construction Project within your jurisdiction for which we are designated the Prime/Principal/General Contractor and that we will be the party responsible for the overall coordination of safety on the construction site.

A pre-construction meeting for this project will be held at (Location) _____ on (Date) _____ at (Time) _____.
 An invitation for a representative of the provincial/territorial authority to attend this meeting is extended. The Site Specific Safety Plan will be reviewed at this meeting. Should you wish to attend please contact the name listed below.

Date:		File Number:	
Contract Amount:		Project Number:	
Business/Legal Name of Employer/Prime Contractor (AB)(BC); Employer/Contractor (SK); Employer/Principal Contractor (MB)(QC)(NF&Labrador)(NT & Nunavut); Employer/Constructor (ON)(NS)(NB)(PE)(YT)			
<u>Mailing Address:</u>		<u>Telephone:</u>	
		<u>Fax Number:</u>	
		<u>Contact Name:</u>	

PROJECT DETAILS

Location of Project	
Nature of Work/Process Undertaken	
Name of Site Superintendent	
Contact Number for Superintendent	
Estimated Start Date of Project	
Estimated Project Duration	
Number of Workers to be Employed	

List of Sub-Contractors to be Employed (Use additional Space if Required)

Company Name	Business Address/Location

OWNER INFORMATION

Project Owner:	Royal Canadian Mounted Police
Owners Representative:	
Owner Representative Contact Number:	



Hazardous Regulated Activities

This is a notification to the Provincial/Territorial Labour Authority of the Hazardous Regulated Activities that are to be undertaken during the project by the Prime/Principal Contractor or Constructor or any sub-contractors. This list may not be inclusive and may be amended from time to time.

Note to Prime/Principal Contractor or Constructor:

Any Hazardous Regulated Activities which are listed must also have elements included in the Site Specific Safety Plan Listing working Procedures for those activities.

Check Box for activities to be undertaken and provide estimated duration of activities in hours/days.

Check	Activity	Estimated Duration
	Working in or with Trenching/Excavation/Tunnels	
	Use of Scaffolding/Swing Stages	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Work in Confined Spaces	
	Blasting and/or use of explosives	
	Use and or exposure to high voltage electrical	
	Hot Work	
	Demolition	
	Use of temporary structures, stairs, ramps or landings, and constructed ladders	
	Use of Heavy Equipment which may/may not require traffic control	
	Working on or near water	
	Working with hazardous substances/regulated products *	
	Working with radiation emitting devices	
	Working with or exposure to Asbestos, PCBs or Lead	

Please list any other hazardous regulated activities, which are not listed, below:

* If the work is to occur in an occupied space, as a renovation or a lease fit-up, the Prime/Principal Contractor or Constructor is required to provide copies of MSDSs for all controlled products to the Owner's Representative and to maintain copies on site.



DISTRIBUTION

The Prime/Principal Contractor or Constructor is responsible to ensure proper distribution of this form and must provide proof that the form was sent to the Labour Authority. Work activities cannot commence until such proof has been provided. Proof can be by registered mail receipt, or by providing a copy of a fax transmittal notice, or any other means providing indication that the Labour Authority has received this document:

Original: to applicable provincial/territorial labour authority
Copies to: RCMP Project Manager

A copy of this form is to be posted at the project site prior to the commencement of work.

NOTE:

Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information

LABOUR AUTHORITY CONTACTS

The contacts below represent the Labour Authority in the various jurisdictions. They are not representatives of the Workers Compensation. Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

Manitoba Labour:

Workplace Safety and Health Branch
200 - 401 York Avenue
Winnipeg, MB R3C 0P8

Attention: Ron Humeniuk, Client Services
Telephone: 204-945-6848
Facsimile: 204-945-4556



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 attached thereto;
 - c) Drawings and Specifications;
 - d) **General Conditions and clauses:**

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	Insurance	R2590C	(2011-05-16);

Supplementary Conditions:

Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);

Schedules of Wage Rates for Federal Construction Contracts;
 - e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g) 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 Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Work under this contract will involve, but is not limited to the following for the Royal Canadian Mounted Police (RCMP): Supply of all labour, material, tools, equipment, transportation, and supervision necessary to complete the renovation of an existing Patrol Cabin and construction of a detached Double Garage located in Split Lake, MB as outlined in accordance with the Scope of Work as detailed in Annex A and the Drawings that have been provided in Annex B.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

Fax: _____

GST #: _____

E-mail: _____

BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of 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.



BA04 ADDITIONAL WORK

In the event of additional work beyond the scope of the technical specifications, the procedure given below must be adhered to:

- a) The Contractor must submit in writing to the contract authority and the technical authority of the requirement giving sufficient details;
- b) The Contractor shall submit an estimate of cost, based on the quoted hourly rate and materials to the contract authority and technical authority;
- c) The Contract Authority will negotiate with the Contractor as necessary and, upon agreement being reached, authorize the work and amend the contract;
- d) The Contractor shall not proceed with any additional work without written authorization from the Contract Authority. Any work taken in hand without the Contracting Authority shall be considered to be work carried outside the scope of the work and no extra payment will be made for any such work.

BA05 WARRANTY

All equipment and services supplied must comply with the warranty clauses GC3.13 located in the SACC Manual Clause - R2830D GC Execution and Control of Work (2010-01-11):

- a) In addition to performance and installations standards detailed in R2830D-GC 3.13 extended warranties may be invoked where, in the opinion of the RCMP, deficiencies are encountered. Extended warranty provisions, when invoked, must remain in effect until all deficiencies are corrected to the satisfaction of the RCMP Technical Authority.

The warranty period will be in effect as of the date of the formal RCMP acceptance of the work.

BA06 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of ninety (**90**) days following the date of solicitation closing.

BA07 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA08 CONSTRUCTION TIME

The Contractor shall perform and complete the Work to be in compliance with the schedule set forth by the RCMP as listed below:

- Construction start-up must commence within thirty (30) days from contract award.
- Construction completion date is **October 30, 2013**.



BA09 SIGNATURE

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

Signature

Date



APPENDIX 1 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC

CONTRACT - MARCHÉ			
Description and Location of Work -Description et endroit des travaux			Contract No. -N" de contrat
			Project No. -N° de projet
INSURER - ASSUREUR		BROKER - COURTIER	
Name-Nom		Name-Nom	
Address (No., Street)-Adresse (N°, rue)		Address (No., Street)- Adresse (N°, rue)	
City -Ville		City -Ville	
Province	Postal Code -Code postal	Province	Postal Code -Code postal
INSURED - ASSURÉ		ADDITIONAL INSURED -ASSURÉ ADDITIONNEL	
Name of Contractor - Nom de l' entrepreneur		Her Majesty the Queen in right of Canada as represented by the Minister of Public Safety Canada. Sa Majesté la Reine du chef du Canada représentée par le Ministre de la Sécurité publique Canada.	
Address (No., Street)-Adresse (N°, rue)			
City -Ville			
Province	Postal Code -Code postal		



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Government
of Canada

Gouvernement
du Canada

Solicitation No./No del l'invitation: **M5000-131936/C**

This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured. in connection with the contract made between the named insured and Her Majesty the Queen in right of Canada, represented by the Minister of Public Safety Canada.

L'assureur atteste que les polices d'assurance suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré, en fonction du marché conclu entre l'Assuré dénommé et Sa Majesté la Reine du Canada représentée par le Ministre de la Sécurité publique Canada.

POLICY -POLICE

Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie
Commercial General Liability Responsabilité civile des entreprises				
Builder's Risk "All Risks" Assurance des chantiers « Tous risques »				
Installation Floater "All Risks" Risques d'installation (Tous risques)				
Other (List) -Autre (enumerer)				

Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.

Chacune des présentes polices renferment les garanties et dispositions spécifiées aux Conditions d'assurances, et chaque police a été amendée pour couvrir Sa Majesté en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à Sa Majesté et à l'assuré désigné en cas de changement visant la garantie d'assurance

<p>_____</p> <p>Name of Insurer's Officer or Authorized Employee - Nom du cadre ou de la personne autorisée</p>	<p>_____</p> <p>Telephone Number - Numéro de téléphone</p>
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date (Y-A M D-J)</p>



ANNEX A – SCOPE OF WORK

Attached are the SPECIFICATIONS as presented by the Project Manager.

The SPECIFICATION are to be referenced along with the DRAWINGS – ANNEX B.

(please refer to the attached pdf)

GENERAL INFORMATION:

- All work indicated shall be carried out in a professional and workmanlike manner to meet or exceed industry standards and to meet or exceed the industry standards. The detachment has working being carried out 24-hours per day.
- Change Orders: Work completed outside of the Contract documents will not be paid unless there is a completed Change Order in place. The RCMP representative listed in the documents must be called and a Change Order filled out in full prior to the work in question starting.
- The Contractor shall check and verify all work, on an individual basis. **The Contractor shall not make any claim to the Owner for miss measured or improperly measured work.**
- In the case of a discrepancy between the specifications and the scope of work the scope of work will take precedence.
- Completion dates: All work is to be completed by **October 13th, 2013**
- All materials are to be installed to the manufactures specifications and recommendations.
- All materials are to be disposed of at a legal dump site. .
- Hours of work are to be negotiated between the Detachment NCO and Contractor to allow for minimal disturbance.



ANNEX B – DRAWINGS

Attached are the DRAWINGS as presented by the Project Manager.

The DRAWINGS are to be referenced along with the SCOPE OF WORK – ANNEX A.

(please refer to the attached pdf)



Insert in its entirety:

IMPORTANT NOTICES TO BIDDERS

REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> and are to be replaced with the Royal Canadian Mounted Police (RCMP).

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

The successful Contractor **MUST**:

- d) Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) days of request. The RCMP form 330-23 will need to be completed for each staff member assigned to complete the work on this project.
- e) Ensure that all persons working on site hold a valid security clearance issued by RCMP Departmental Security.
- f) Level of Security Clearance Required has been determined as “RCMP Facility Access with Escort”

CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> (to proceed with a search select “Search SACC” and insert clause reference number in ID box)

CONTRACT SECURITY

The required amount of a security deposit or a letter of credit is established at 20% of the contract amount with no maximum. See GC9.2 of R2890D – Contract Security. Please note that Security Deposits and Letters of Credit are no longer accepted in combination with Labour and Material Payment Bonds.

CERTIFICATE OF INSURANCE

All references to the Certificate of Insurance (form PWGSC-TPSGC 357) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, and set out in the Standard Acquisition Clauses and Conditions Manual (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf>) are to be replaced with the “RCMP CERTIFICATE OF INSURANCE / ATTESTATION D’ASSURANCE - GRC” attached in Appendix 1.



INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.



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- SI08 Bid Results
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- SI10 Bid Validity Period
- SI11 Construction Documents
- SI12 Security Clearance
- SI13 Code of Conduct
- SI14 Conflict of Interest – Unfair Advantage
- SI15 Web Sites

GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-04-25)

The following GI's are included by reference and are available at the following Web Site:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>

To proceed with a “search” insert R2710T in the ID box.

- GI01 Code of Conduct for Procurement
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Goods and Services Tax/Harmonized Sales Tax
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- GI06 Capital Development and Redevelopment Charges
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the bid documents:
 - a) Invitation to Tender - Page 1;
 - b) Special Instructions to Bidders;
 - c) General Instructions to Bidders R2710T (2013-04-25);
 - d) Clauses & Conditions identified in "Contract Documents";
 - e) Drawings and Specifications;
 - f) Bid and Acceptance Form and related Appendice(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 to Bidders are 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>

3. **Submit bids via Courier or by hand only to:**

Royal Canadian Mounted Police
Procurement and Contracting
Place 123
#203, 12315 Stony Plain Road
Edmonton, AB T5N 3Y8

Fax amendments to: (780) 454-4523

Bids are to be directed only to the bid receiving address specified above. Royal Canadian Mounted Police (RCMP) will NOT assume responsibility for bids directed to any other location.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer 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 GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.



2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall 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 are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 PRODUCT OPTIONS

SI03 INTERPRETATION OF DRAWINGS

1. The Contractor shall, before close of Tender, bring to the attention of the RCMP Asset Management, the omission of any items which is obviously intended or required for a complete job. Any item that is specified or shown which varies from the code or ordinance requirements should also be reported to the RCMP Asset Management before Tender close. Failure to co-operate in these two respects will not relieve the Contractor of the responsibility of completing the work in accordance with the standard of the contract as though it has been properly incorporated in the Contract Documents.
2. Where the same items appear in more than one Specification Section or where Sub-Trades duplicate each other's work, in their Tender, the Contractor will decide before tendering who will do such work. There will be no adjustment where such an item is left out by both parties, each assuming that the other has made allowance for the same.
3. In any case of doubt as to the intention of the Drawing or Specifications, request clarification before proceeding. Should the drawings show, or the specifications call for any item which is either impractical or impossible, the Contractor is required to obtain instructions from the RCMP Asset Manager before proceeding, otherwise the Asset Manager will assume that all work can be carried out in an acceptable manner.
4. If the specifications conflict with the drawings, or vice versa, the specifications shall govern.
5. RCMP may furnish additional drawings for clarification. These additional drawings have the same meaning and intent as if they were included with the original plans referred to in the Contract Documents.
6. The Contractor shall check the existing building dimensions before starting work and ordering any materials. Discrepancies affecting the work shown on the drawings shall be reported to the RCMP Asset Manager for clarification and final decision. It is the responsibility of the Contractor to visit the site personally to verify or obtain dimensions. Any dimensions given are approximate and the RCMP assumes no responsibility for the accuracy of these dimensions.



SI04 PRODUCT OPTIONS

1. Where documents stipulate a particular product, substitutions will be considered by Owner up to five (5) working days before receipt of Bids.
2. When a request to substitute a product is made, Owner may approve substitution and will issue an Addendum to known bidders.
3. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions will not be considered.
4. Submissions shall provide sufficient information to enable the Owner to determine acceptability of such products.
5. Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
6. Unless substitutions are submitted in this manner and subsequently accepted, provide products specified.

SI05 SUBCONTRACTORS

1. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

SI06 SITE VISIT

3. There is no Site Visit scheduled. However, if you wish to visit the site, please contact Ray Daumler at 204-984-6745.
2. Bidders are advised that any clarifications or changes resulting from visits shall be included as an amendment to the bid solicitation.

SI07 REVISION OF BID

1. A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (780) 454-4523.

SI08 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (780) 341-3034.



SI09 INSUFFICIENT FUNDING

1. 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; and/or
 - c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI10 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 shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI10 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) of SI10 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
 - a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; 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 GI12 of R2710T "General Instructions to Bidders".

SI11 CONSTRUCTION DOCUMENTS

The successful contractor may be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer if available from the Project Manager. Additional copies, up to a maximum of one (1), will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.



SI12 SECURITY CLEARANCE

The successful Contractor MUST if requested:

4. Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on site, once building is occupied, to correct deficiencies or do warranty work for this project. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided on request.
5. Ensure that all persons working on site to correct deficiencies or do warranty work, hold a valid security clearance issued by RCMP Departmental Security.
6. The level of Security Clearance that is required for the work to commence has been deemed "RCMP Facility Access with Escort".

SI13 CODE OF CONDUCT FOR PROCUREMENT

8. To comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>), bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contract only if they will fulfil all obligations of the Contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
 - c) Payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies
 - d) Corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services
9. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
10. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

Section 121 (*Frauds on the Government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1) (d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.



11. For the purpose of this section, business concerns, organizations or individuals are Bidder's Affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management of ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.
12. Except in the limited circumstances set out in subsection 6 below, the Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
13. Subsection 5 has no application in the circumstances where a bidder has pled guilty of an offence contemplated in Section 01, 1. (b) and the Bidder has provided with its bid an assurance from the Competition Bureau of Canada indicating that the Bidder has been granted leniency, or in the circumstances where the Bidder provides documentation from the National Parole Board that the Bidder has obtained a criminal pardon in relation to such offence.
14. The Bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of any resulting contract arising from this bid solicitation.

SI14 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

2. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - c) If the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the Bid Solicitation or in any situation of conflict of interest or appearance of conflict of interest
 - d) If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.



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§ion=text#appL>

Contracts Canada (Buy and Sell)

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

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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.pdf>

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

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

SACC Manual

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

1. Ensure that all persons working on site to correct deficiencies or do warranty work, hold a valid security clearance issued by RCMP Departmental Security.

SC02 INSURANCE TERMS

1. Exception to R2910D Insurance Terms; IT1.1 Proof of Insurance
2. RCMP'S FORM - RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC is to be used. See **APPENDIX 1**

SC03 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.



3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC04 MANDATORY HEALTH AND SAFETY

FOR WORK IN MANITOBA

1. EMPLOYER/PRIME CONTRACTOR
 - 1.1. The Contractor shall, for the purposes of the Safety Act and Regulations, Manitoba, 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. accept 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 Managers order * to:
 - 3.1.3.1. 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 Claims Cost Summary - Manitoba
 - 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. If none is required by law, a copy of a health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Tenderor certifies that it has been sent to the AHJ.
- 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.



ADVANCE NOTIFICATION OF CONSTRUCTION PROJECT

To Provincial Labour Authority:
 This Advance Notification is to advise you that we, the listed contractor, will be undertaking a Federal Construction Project within your jurisdiction for which we are designated the Prime/Principal/General Contractor and that we will be the party responsible for the overall coordination of safety on the construction site.

A pre-construction meeting for this project will be held at (Location) _____ on (Date) _____ at (Time) _____.
 An invitation for a representative of the provincial/territorial authority to attend this meeting is extended. The Site Specific Safety Plan will be reviewed at this meeting. Should you wish to attend please contact the name listed below.

Date:		File Number:	
Contract Amount:		Project Number:	
Business/Legal Name of Employer/Prime Contractor (AB)(BC); Employer/Contractor (SK); Employer/Principal Contractor (MB)(QC)(NF&Labrador)(NT & Nunavut); Employer/Constructor (ON)(NS)(NB)(PE)(YT)			
<u>Mailing Address:</u>		<u>Telephone:</u>	
		<u>Fax Number:</u>	
		<u>Contact Name:</u>	

PROJECT DETAILS

Location of Project	
Nature of Work/Process Undertaken	
Name of Site Superintendent	
Contact Number for Superintendent	
Estimated Start Date of Project	
Estimated Project Duration	
Number of Workers to be Employed	

List of Sub-Contractors to be Employed (Use additional Space if Required)

Company Name	Business Address/Location

OWNER INFORMATION

Project Owner:	Royal Canadian Mounted Police
Owners Representative:	
Owner Representative Contact Number:	



Hazardous Regulated Activities

This is a notification to the Provincial/Territorial Labour Authority of the Hazardous Regulated Activities that are to be undertaken during the project by the Prime/Principal Contractor or Constructor or any sub-contractors. This list may not be inclusive and may be amended from time to time.

Note to Prime/Principal Contractor or Constructor:

Any Hazardous Regulated Activities which are listed must also have elements included in the Site Specific Safety Plan Listing working Procedures for those activities.

Check Box for activities to be undertaken and provide estimated duration of activities in hours/days.

Check	Activity	Estimated Duration
	Working in or with Trenching/Excavation/Tunnels	
	Use of Scaffolding/Swing Stages	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Work in Confined Spaces	
	Blasting and/or use of explosives	
	Use and or exposure to high voltage electrical	
	Hot Work	
	Demolition	
	Use of temporary structures, stairs, ramps or landings, and constructed ladders	
	Use of Heavy Equipment which may/may not require traffic control	
	Working on or near water	
	Working with hazardous substances/regulated products *	
	Working with radiation emitting devices	
	Working with or exposure to Asbestos, PCBs or Lead	

Please list any other hazardous regulated activities, which are not listed, below:

* If the work is to occur in an occupied space, as a renovation or a lease fit-up, the Prime/Principal Contractor or Constructor is required to provide copies of MSDSs for all controlled products to the Owner's Representative and to maintain copies on site.



DISTRIBUTION

The Prime/Principal Contractor or Constructor is responsible to ensure proper distribution of this form and must provide proof that the form was sent to the Labour Authority. Work activities cannot commence until such proof has been provided. Proof can be by registered mail receipt, or by providing a copy of a fax transmittal notice, or any other means providing indication that the Labour Authority has received this document:

Original: to applicable provincial/territorial labour authority
Copies to: RCMP Project Manager

A copy of this form is to be posted at the project site prior to the commencement of work.

NOTE:

Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information

LABOUR AUTHORITY CONTACTS

The contacts below represent the Labour Authority in the various jurisdictions. They are not representatives of the Workers Compensation. Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

Manitoba Labour:

Workplace Safety and Health Branch
200 - 401 York Avenue
Winnipeg, MB R3C 0P8

Attention: Ron Humeniuk, Client Services
Telephone: 204-945-6848
Facsimile: 204-945-4556



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 attached thereto;
- c) Drawings and Specifications;
- d) **General Conditions and clauses:**

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25)
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2008-07-16);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);

Supplementary Conditions:

Insurance Terms	R2910D	(2008-12-12)
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		

- e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

4. 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 Website:

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



- 3. Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Work under this contract will involve, but is not limited to the following for the Royal Canadian Mounted Police (RCMP): Supply of all labour, material, tools, equipment, transportation, and supervision necessary to complete the renovation of an existing Patrol Cabin and construction of a detached Double Garage located in Split Lake, MB as outlined in accordance with the Scope of Work as detailed in Annex A and the Drawings that have been provided in Annex B.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

Fax: _____

GST #: _____

E-mail: _____

BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of 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.



BA04 ADDITIONAL WORK

In the event of additional work beyond the scope of the technical specifications, the procedure given below must be adhered to:

- e) The Contractor must submit in writing to the contract authority and the technical authority of the requirement giving sufficient details;
- f) The Contractor shall submit an estimate of cost, based on the quoted hourly rate and materials to the contract authority and technical authority;
- g) The Contract Authority will negotiate with the Contractor as necessary and, upon agreement being reached, authorize the work and amend the contract;
- h) The Contractor shall not proceed with any additional work without written authorization from the Contract Authority. Any work taken in hand without the Contracting Authority shall be considered to be work carried outside the scope of the work and no extra payment will be made for any such work.

BA05 WARRANTY

All equipment and services supplied must comply with the warranty clauses GC3.13 located in the SACC Manual Clause - R2830D GC Execution and Control of Work (2010-01-11):

- a) In addition to performance and installations standards detailed in R2830D-GC 3.13 extended warranties may be invoked where, in the opinion of the RCMP, deficiencies are encountered. Extended warranty provisions, when invoked, must remain in effect until all deficiencies are corrected to the satisfaction of the RCMP Technical Authority.

The warranty period will be in effect as of the date of the formal RCMP acceptance of the work.

BA06 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of one hundred and twenty (**120**) days following the date of solicitation closing.

BA07 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA08 CONSTRUCTION TIME

The Contractor shall perform and complete the Work to be in compliance with the schedule set forth by the RCMP as listed below:

- Construction start-up must commence within thirty (30) days from contract award.
- Construction completion date is **October 30, 2013**.



BA09 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA10 SIGNATURE

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

Signature

Date



APPENDIX 1 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC

CONTRACT - MARCHÉ			
Description and Location of Work -Description et endroit des travaux			Contract No. -N" de contrat
			Project No. -N° de projet
INSURER - ASSUREUR		BROKER - COURTIER	
Name-Nom		Name-Nom	
Address (No., Street)-Adresse (N°, rue)		Address (No., Street)- Adresse (N°, rue)	
City -Ville		City -Ville	
Province	Postal Code -Code postal	Province	Postal Code -Code postal
INSURED - ASSURÉ		ADDITIONAL INSURED -ASSURÉ ADDITIONNEL	
Name of Contractor - Nom de l' entrepreneur		Her Majesty the Queen in right of Canada as represented by the Minister of Public Safety Canada. Sa Majesté la Reine du chef du Canada représentée par le Ministre de la Sécurité publique Canada.	
Address (No., Street)-Adresse (N°, rue)			
City -Ville			
Province	Postal Code -Code postal		



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Government
of Canada

Gouvernement
du Canada

Solicitation No./No del l'invitation: **M5000-131936/C**

This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured. in connection with the contract made between the named insured and Her Majesty the Queen in right of Canada, represented by the Minister of Public Safety Canada.

L'assureur atteste que les polices d'assurance suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré, en fonction du marché conclu entre l'Assuré dénommé et Sa Majesté la Reine du Canada représentée par le Ministre de la Sécurité publique Canada.

POLICY -POLICE

Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie
Commercial General Liability Responsabilité civile des entreprises				
Builder's Risk "All Risks" Assurance des chantiers « Tous risques »				
Installation Floater "All Risks" Risques d'installation (Tous risques)				
Other (List) -Autre (enumerer)				

Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.

Chacune des présentes polices renferment les garanties et dispositions spécifiées aux Conditions d'assurances, et chaque police a été amendée pour couvrir Sa Majesté en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à Sa Majesté et à l'assuré désigné en cas de changement visant la garantie d'assurance

<p>_____</p> <p>Name of Insurer's Officer or Authorized Employee - Nom du cadre ou de la personne autorisée</p>	<p>_____</p> <p>Telephone Number - Numéro de téléphone</p>
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date (Y-A M D-J)</p>



ANNEX A – SCOPE OF WORK

Attached are the SPECIFICATIONS as presented by the Project Manager.

The SPECIFICATION are to be referenced along with the DRAWINGS – ANNEX B.

(please refer to the attached pdf)

GENERAL INFORMATION:

- All work indicated shall be carried out in a professional and workmanlike manner to meet or exceed industry standards and to meet or exceed the industry standards. The detachment has working being carried out 24-hours per day.
- Change Orders: Work completed outside of the Contract documents will not be paid unless there is a completed Change Order in place. The RCMP representative listed in the documents must be called and a Change Order filled out in full prior to the work in question starting.
- The Contractor shall check and verify all work, on an individual basis. **The Contractor shall not make any claim to the Owner for miss measured or improperly measured work.**
- In the case of a discrepancy between the specifications and the scope of work the scope of work will take precedence.
- Completion dates: All work is to be completed by **October 13th, 2013**
- All materials are to be installed to the manufactures specifications and recommendations.
- All materials are to be disposed of at a legal dump site. .
- Hours of work are to be negotiated between the Detachment NCO and Contractor to allow for minimal disturbance.



ANNEX B – DRAWINGS

Attached are the DRAWINGS as presented by the Project Manager.

The DRAWINGS are to be referenced along with the SCOPE OF WORK – ANNEX A.

(please refer to the attached pdf)