



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

**RCMP / GRC**  
Procurement & Contracting Services/  
Service des acquisitions et des marchés  
Place 123  
#203, 12315 Stony Plain Road  
Edmonton, AB T5N 3Y8

**Facsimile Number for Amendments:  
(780) 454-4523**

**INVITATION TO TENDER  
APPEL D=OFFRES**

**Tender 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.

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

**Comments - Commentaries**

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

**Facsimile No. - No de télécopieur:**

**Telephone No. - no de téléphone:**

**Issuing Office - Bureau de distribution**

**Procurement & Contracting Services**  
Procurement & Contracting Services/  
Service des acquisitions et des marchés  
Place 123  
#203, 12315 Stony Plain Road  
Edmonton, AB T5N 3Y8

<b>Title-Sujet</b> Interior Renovations at RCMP St. Paul, AB Detachment	
<b>Solicitation No. - No. de l=invitation</b> M5000-4-2538/A	<b>Date</b> 10 July 2013
<b>Client Reference No. - No. De Référence du Client</b>	
<b>GETS Reference No. - No. de Référence de SEAG</b>	
<b>Solicitation Closes -L=invitation prend fin</b> <b>at - à</b> 2 :00 pm <b>Mountain Daylight Savings Time Zone</b> <b>on - le</b> 25 <sup>th</sup> July 2013	
<b>F.O.B. - F.A.B.</b> Destination	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cyndi Ryan, Senior Contracting Officer	
<b>Telephone No. - No de téléphone</b> (780) 341-3034	<b>Fax No. - N° de FAX:</b> (780) 454-4523
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b> RCMP Detachment St. Paul, AB	
<b>This document does not contain a PERSONNEL SECURITY Clearance requirements</b>	
<b>Delivery Required - Livraison exigée:</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l=entrepreneur</b>	



## **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)

### **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.



---

## TABLE OF CONTENTS

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

SI01	Bid Documents
SI02	Enquiries During the Solicitation Period
SI03	Interpretation of Drawings
SI04	Product Options
SI05	Subcontractors
SI06	Site Visit
SI07	Revision of Bid
SI08	Bid Results
SI09	Insufficient Funding
SI10	Bid Validity Period
SI11	Construction Documents
SI12	Security Clearance
SI13	Code of Conduct for Procurement
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:

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

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
GI05	Quebec Sales Tax
GI06	Capital Development and Redevelopment Charges
GI07	Registry and Pre-qualification of Floating Plant
GI08	Listing of Subcontractors and Suppliers
GI09	Bid Security Requirements
GI10	Submission of Bid
GI11	Revision of Bid
GI12	Acceptance of Bid
GI13	Bid Costs
GI14	Procurement Business Number
GI15	Compliance With Applicable Laws
GI16	Approval of Alternative Materials
GI17	Performance Evaluation
GI18	Conflict of Interest-Unfair Advantage



**SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Security Access Requirements for Canadian Contractors
- SC02 Insurance Terms
- SC03 Limitation of Liability
- SC04 Mandatory Health and Safety

**CONTRACT DOCUMENTS (CD)**

**BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature

**APPENDICES**

- 1 RCMP Certification of Insurance

**ANNEXES**

- A Requirement
- B Specifications
- C 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. We do not receive Canada Post deliveries at this address.

### 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 G116 of R2710T "General Instructions to Bidders", enquiries should be received no later than five (5) 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 INTERPRETATION OF DRAWINGS

1. The Contractor shall, before close of Tender, bring to the attention of the RCMP Contracting Officer, 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. Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
2. The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
3. A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
4. Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six(6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
5. If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
6. The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.
7. The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
8. Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

#### **SI06 SITE VISIT**

1. There is an Optional Site Visit scheduled on Thursday July 18<sup>th</sup>, 2013 at 11:00 am MDST. Bidders who do not attend are not precluded from submitting a bid. However, due to the complexity of the Project, we highly recommend that all interested parties attend.
2. Bidders are requested to communicate with the contracting authority prior to the Site Visit to confirm attendance and to receive sign-in information. Bidders are to provide the names of the representatives who will be participating with their list of issues to be tabled.
3. Bidders are advised that any clarifications or changes resulting from the Site Visit 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 BA06 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 SI09 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 SI09 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

1. The successful contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. 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 (4<sup>th</sup> 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.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder



represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists

## **S115 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks.

The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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 PWGWSC-TPSGC 506)

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

SACC Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](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 ALBERTA

##### **1. EMPLOYER/PRIME CONTRACTOR**

- 1.1. The Contractor shall, for the purposes of the Safety Act and Regulations, Alberta, 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 - Alberta
  - 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 & Nunavet); 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 Superintendant	
Contact Number for Superintendant	
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	
	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.

### Alberta South

Alberta Human Resources and Employment  
Workplace Health and Safety  
600-727, 7<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 0Z5  
Attention: Chuck Samphire  
Telephone: 403-297-7896  
Facsimile: 403-297-7893

### Alberta North

Alberta Human Resources and Employment  
Workplace Health and Safety  
10<sup>th</sup> Floor, 7<sup>th</sup> Street Plaza  
100030 107 Street  
Edmonton, AB T5J 3E4  
Attention: Gisele Auger  
Telephone: 780-422-5949  
Facsimile: 780-427-0999



## 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 (2008-12-12);
  - 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.

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>

3. Schedules of Wage Rates for Federal Construction Contracts is 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](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 Interior Renovations at the RCMP Detachment located in St. Paul, AB in accordance with the Requirement – detailed in Annex A, the Specifications - detailed in Annex B and the Drawings - detailed in Annex C.

**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.  
(amount in numbers)

### **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 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 completion is November 29<sup>th</sup>, 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**

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



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

Government  
of Canada

Gouvernement  
du Canada

Solicitation No./No de l=invitation:

M5000-4-2538/A

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 chef 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 (( T 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

\_\_\_\_\_  
Name of Insurer's Officer or Authorized Employee -Nom du cadre ou de la personne autorisée

\_\_\_\_\_  
Telephone Number – Numéro de téléphone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Y-A M D-J)





## **ANNEX A – REQUIREMENT**

The work of this Contract comprises the provision of all construction management, labour and materials, plant, equipment and temporary facilities and all other goods and services required to complete the Interior Renovations to Government of Canada Building in St. Paul, AB (RCMP Detachment) in conformance with the Contract Documents.

The Work Specified in the Specification has been divided into Work Sections as follows:

- Division 4 - Masonry
- Division 6 – Wood, Plastics and Composites
- Division 7 – Thermal and Moisture Protection
- Division 8 – Openings
- Division 9 – Finishes
- Division 10 – Specialties
- Division 21 - Mechanical
- Division 22 – Plumbing
- Division 23 – Heating, Ventilating, and Air Conditioning (HVAC)
- Division 26 – Electrical
- Division 27 – Communications
- Division 28 – Electronic Safety and Security



## **ANNEX B – SPECIFICATIONS**

Attached are the detailed SPECIFICATIONS (Scope of Work) as presented by the Consultant.

All work shall be completed in accordance with this Scope of Work document.

The SPECIFICATIONS are to be referenced along with the REQUIREMENT – ANNEX A and the DRAWINGS – ANNEX B.



## **ANNEX C – DRAWINGS**

Attached are the detailed DRAWINGS as presented by the Consultant.

All work shall be completed in accordance with these DRAWINGS.

The DRAWINGS are to be referenced along with the REQUIREMENT – ANNEX A and the SPECIFICATIONS – ANNEX B.

Sets of DRAWINGS:

### **Architectural**

- W-A01 Existing Main Floor Keyplan
- W-A02 main Floor Demolition Keyplan
- W-A03 Main Floor New Construction Keyplan
- W-A04 Main Floor Reflected Ceiling Keyplan
- W-A05 Large Scale Plans
- W-A06 Large Scale Plans and Section
- W-A07 Miscellaneous Sections & Details
- W-A08 Second Floor Demolition Keyplan
- W-A09 Second Floor Reflected Ceiling Keyplan
- W-A10 Second Floor Reflected Ceiling Keyplan
- W-A11 Millwork Elevations, Sections & Detail

### **Mechanical**

- M001 Mechanical Title Page
- M002 Mechanical Legend
- M003 Mechanical Details
- M101 Main Floor Piping Plans – Demolition
- M102 2<sup>nd</sup> Floor Piping Plans – Demolition
- M103 Main Floor HVAC Plans – Demolition
- M104 2<sup>nd</sup> Floor HVAC Plans – Demolition
- M201 Main Floor Piping Plans – New Construction
- M202 2<sup>nd</sup> Floor Piping Plans – New Construction
- M203 Main Floor HVAC Plans – New Construction
- M204 2<sup>nd</sup> Floor HVAC Plans – New Construction

### **Electrical**

- E001 Electrical Title, Legend and Details
- E101 Main Power & Systems Plan – Demolition
- E102 Not Used
- E103 2<sup>nd</sup> Power & Systems Plan – Demolition
- E104 2<sup>nd</sup> Lighting Plan – Demolition
- E200 Main Lighting Plan – New Construction
- E201 Main Power & Systems Plan – New Construction
- E202 2<sup>nd</sup> Lighting Plan – New Construction
- E203 2<sup>nd</sup> Power & Systems – New Construction