

Purchasing Office - Bureau des achats:

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:
Bid Receiving Unit/Groupe de la réception des
sousmissions

Megan McCoy Procurement & Contracting Services Branch, Visitors Centre Royal Canadian Mounted Police 73 Leikin Drive, Ottawa, ON K1A 0R2 **Phone:** (613) 843-3798

INVITATION TO TENDER

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.

APPELS D'OFFRES

Gendarmerie royale du Canada

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

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – No de téléphone: Facsimile No. – No de télécopieur:

Title-Sujet
Construction of a new Heliport (Helicopter Helipad)

Solicitation No. - No. de l'invitation 201502534

Date

October 21, 2014

Client Reference No. - No. De Référence du Client 201502534

GETS Reference No. - No. de Référence de SEAG 201502534

Solicitation Closes - L'invitation prend fin at – à 2:00 P.M. EST on – November 19th, 2014.

F.O.B. - F.A.B. Destination

Address Enquiries to: - Adresser toutes questions à: Jordan McKenna Procurement Officer

Telephone No. - No de téléphone (613) 843-5518

Fax No. - N° de FAX: (613) 825-0082

Destination of Goods, Services, and Construction: Destinations des biens, services et construction:

See Herein

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée:

Delivery Offered - Livraison proposée

See Herein

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



INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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)

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).

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) - R2710T (2014-09-25)

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/5/R/R2710T/14 (to proceed with a "search" insert R2710T in the ID box)

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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] (2014-09-25);
- (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

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 GI15 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 OPTIONAL SITE VISIT

There will be a site visit on Nov. 6th, 2014 at 11:00 a.m. Interested bidders are to meet at the Niagara Office Administration Facility (NAOF), 630 York Rd., Niagara-on-the-Lake, ON (In the Visitors parking lot south of the building).

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (613) 825-0082.

SI05 BID RESULTS



Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (613) 843-5518.

SI06 INSUFFICIENT FUNDING

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

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

SI07 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 SI07 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 SI07 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 G11 of R2710T "General Instructions to Bidders".

SI08 CONSTRUCTION DOCUMENTS

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. One additional copy will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.



SI09 SECURITY CLEARANCE

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to Annex "C" – Security Requirement Checklist and clause SC01 of the Supplementary Conditions included herein).

The Contractor MUST:

- a. Ensure all persons complete the Personnel Screening, Consent and Authorization Form (to be provided following notification of Award) who will be working on site as requested by the RCMP representative. Fingerprinting may be required. This information must be provided on request.
- b. Ensure that all persons working on site hold a valid Facility Access with escort security clearance issued by RCMP Departmental Security.

SI10 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#apple

Contracts Canada (Buy and Sell)
https://buyandsell.gc.ca/
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

Labour 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

PWGSC, Industrial Security Services http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html



SUPPLEMENTARY CONDITIONS (SC)

SC1 SECURITY REQUIREMENTS

All persons working on site must hold a valid Facility Access Security Clearance issued by RCMP Departmental Security

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

- 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.

SC03 INSURANCE TERMS

1) Insurance Contracts



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

2) Period of Insurance

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

3) Proof of Insurance

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

4) Insurance Proceeds

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

5) Deductible

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

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	(2014-09-25);
GC2	Administration of the Contract	R2820D	(2014-09-25);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
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	(2014-06-26);							
GC10 Insurance	R2900D	(2008-05-12);							
Supplementary Conditions									
Allowable Costs for Contract Changes Under GC6.4.1	(2014-06-26);								
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.
- 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.
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

IDENTIFICATION

BA01

Signature

BID AND ACCEPTANCE FORM (BA)

TITLE: Construction of a new Heliport (Helicopter Helipad) LOCATION: Niagara-on-the-Lake, Ontario **BUSINESS NAME AND ADDRESS OF BIDDER BA02** Name: Address: Telephone: _____ Fax:____ PBN: _____ 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 BID VALIDITY PERIOD** The bid shall not be withdrawn for a period of (60) days following the date of solicitation closing. **BA05 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). **BA06 CONSTRUCTION TIME** The Contractor shall perform and complete the Work within [20] weeks from the date of notification of acceptance of the offer. **BA07 BID SECURITY** The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders. **BA08 SIGNATURE** Name and title of person authorized to sign on behalf of Bidder (Type or print)

Date



ANNEX A - SPECIFICATIONS

(All Specs. are included as separate documents, and to be referenced as Annex 'A')



ANNEX 'B' - DRAWINGS

(All Drawings are included as separate documents, and to be referenced as Annex 'B')



ANNEX 'C' - SRCL

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Ministère ou organisme gouvernementa			National Project Delivery Office	Discrate Co	Carrecto	Un
3. a) Subcontract Number / Numéro du cor	ntrat de sous-traitance	3. b) Name and Addre	as of Subcontractor / Nom et adresse d	u sous-trai	tant	
4. Brief Description of Work / Brève description	etion du travail		re-mail: a survey a survey and survey as	Visco District		_
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Government Gouvernement du Canada

Contract Number / Numbro du contrat
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Security Classification / Classification de sécurité

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Appendix 1 – RCMP Certificate of Insurance / Attestation d'assurance GRC

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Description and Location of Work					Contract No.	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., St	reet)	City	Province	Postal Code
Name of Insured (Contractor)		Address (No., St	reet)	City	Province	Postal Code
Additional Insured Her Majesty the Queen in Rig	ght of Canada as represented by t	the Royal Canadian	Mounted Police	(RCMP)		
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of L	iability
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate \$
Umbrella/Excess				\$	\$	\$
Builder's Risk /				\$		
Pollution Liability				\$	Per Incident Per Occurence	Aggregate \$
Marine Liability				\$		
Aviation Liability				\$	Per Incident Per Occurence	Aggregate \$
				\$		



I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of	•	
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number	
Signature	Date D/M/Y	

General

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

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police (RCMP).

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

- (a) \$5,000,000 Each Occurrence Limit:
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

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

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

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

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

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



Contractors Pollution Liability

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

Marine Liability

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

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

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

Aviation Liability

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