

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

RCMP / GRC

Purchasing Office - Bureau des achats:

Procurement & Contracting Services/ Service des acquisitions et des marches 5th Floor Bid Receiving Unit 10065 Jasper Avenue NW Edmonton, AB T5J 3B1

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

## INVITATION TO TENDER APPPEL 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 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

Facsimile No. - No de télécopieur:

Telephone No. - no de téléphone:

Issuing Office - Bureau de distribution

RCMP / GRC

Purchasing Office - Bureau des achats:

Procurement & Contracting Services/ Service des acquisitions et des marches 5th Floor Bid Receiving Unit 10065 Jasper Avenue NW Edmonton, AB T5J 3B1 Title-Sujet Building Upgrades on RCMP Employee Housing Units located in Norway House, MB

Solicitation No. - No. de I=invitation

M5000-6-0072/A

Date

May 11<sup>th</sup>, 2015

Client Reference No. - No. De Référence du Client

GETS Reference No. - No. de Référence de SEAG PW-15-00683351

Solicitation Closes -L=invitation prend fin

**at - à** 2:00 pm **Zone** 

**Mountain Daylight Savings Time** 

on - le May 26<sup>th</sup>, 2015

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

Address Enquiries to: - Adresser toutes questions à: Cyndi Ryan, Senior Contracting Officer

e-mail: cyndi.ryan@rcmp-grc.gc.ca

Telephone No. - No de téléphone (780) 670-8624

Fax No. - N° de FAX: (780) 454-4527

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

RCMP Employee Housing Units Cross Lake, MB

This document DOES contain a PERSONNEL SECURITY Clearance requirement.

Delivery Required - Livraison exigée:

Delivery Offered - Livraison proposée

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



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A

of Canada du Canada

#### 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 <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a> and are to be replaced with the Royal Canadian Mounted Police (RCMP).

#### THIS DOCUMENT DOES CONTAIN 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"

#### 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.

#### **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.



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A

of Canada du Canada

#### **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 (<a href="http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf">http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf</a>,) 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.



Government Gouvernement Solicitation No./No de l=invitation: M5000-6-0072/A

of Canada du Canada

#### **TABLE OF CONTENTS**

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

SI01 Bid Documents SI02 Enquiries During the Solicitation Period

SI03 Product Options

SI04 Subcontractors

SI05 Site Visit

SI06 Revision of Bid SI07 Bid Results

SI08 Insufficient Funding SI09 Bid Validity Period

SI10 Construction Documents

SI11 Security Clearance

SI12 Conflict of Interest – Unfair Advantage

SI13 Web Sites

#### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2015-02-25)

The following GI's are included by reference and are available at the following Web Site <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11</a> (to proceed with a "search" insert R2710T in the <a href="https://doi.org/10.1007/10.10

GI01 Code of Conduct and Certifications - Bid

GI02 Completion of Bid

GI03 Identity or Legal Capacity of the Bidder

GI04 Applicable Taxes

GI05 Capital Development and Redevelopment Charges

GI06 Registry and Pre-qualification of Floating Plant

GI07 Listing of Subcontractors and Suppliers

GI08 Bid Security Requirements

GI09 Submission of Bid

GI10 Revision of Bid

GI11 Rejection of Bid

GI12 Bid Costs

GI13 Procurement Business Number

GI14 Compliance With Applicable Laws

GI15 Approval of Alternative Materials

GI16 Performance Evaluation

GI17 Conflict of Interest-Unfair Advantage



Solicitation No./No de I=invitation: M5000-6-0072/A Government Gouvernement

of Canada du Canada

#### **SUPPLEMENTARY CONDITIONS (SC)**

SC01 Security Access Requirements for Canadian Contractors

SC02 Insurance Terms SC03 Limitation of Liability

#### **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**

**RCMP** Certification of Insurance 1

#### **ANNEXES**

**Specifications** 

В **Drawings** 



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A of Canada du Canada

#### 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 (2013-06-27);
  - 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 <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 3. Submit bids via courier only to:

#### RCMP / GRC

#### Purchasing Office - Bureau des achats:

Procurement & Contracting Services/ Service des acquisitions et des marches 5th Floor Bid Receiving Unit 10065 Jasper Avenue NW Edmonton, AB T5J 3B1 Attention: Cyndi Ryan

For amendments to original bid Fax: (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 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.
- 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.





Government	Gouvernement	Solicitation No./No de l=invitation:	M5000-6-0072/A
of Canada	du Canada		

 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 nonresponsive.

#### SI03 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.
- 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.

#### SI04 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.
- 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.



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du 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

- There has been no Site Visit scheduled for this project.
- However, due to the complexity of the Project, we highly recommend that all interested
  parties request to view the site. Potential Bidders are requested to communicate with either
  the Detachment Commander or the Office Administrator at 204-359-6483 in order to make
  arrangements to visit the site.

#### SI06 REVISION OF BID

1. 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 (780) 454-4523.

#### SI07 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 buyer on the front page of this document at Telephone No. (780) 670-8624.

#### SI08 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).



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

#### SI09 BID VALIDITY PERIOD

- 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 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 GI11 of R2710T "General Instructions to Bidders".

#### SI10 CONSTRUCTION DOCUMENTS

1. The successful contractor <u>may</u> 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.

#### SI11 SECURITY CLEARANCE

1. There is no Security Clearance requirement for the Construction Phase of this project. However, all persons working on-site to correct deficiencies or perform warranty work will be required to have a Reliability Status Security Clearance issued by the RCMP Departmental Security Branch (DSB).

#### SI12 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



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

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

#### SI13 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)

 $\underline{http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf}$ 

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

 $\underline{http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf}$ 

**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



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A of Canada du Canada

#### **SUPPLEMENTARY CONDITIONS (SC)**

#### SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

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.
- 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"

#### SC02 INSURANCE TERMS

#### 1. Insurance Contracts

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

#### 2. Period of Insurance

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

#### 3. Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after 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.



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

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.

Deductible

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

#### SC03 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.

- 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.



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A

of Canada

du Canada

#### SC04 MANDATORY HEALTH AND SAFETY

FOR WORK IN MANITOBA

#### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1. The Contractor shall, for the purposes of the Occupational Health and Safety ActManitoba, 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.

#### 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.



<sup>\* &</sup>quot;order definition": after contract award, Contractor is ordered by a Change Order

Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

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
    - 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.



Government Gouvernement Solicitation No./No de l=invitation: M5000-6-0072/A

of Canada du Canada

#### 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 thi An invitation for a representative Plan will be reviewed at this meet	of the provincial	l/territoriàl author	ity to attend this meeting is extend	ded. The Site Specific Safety
Date:			File Number:	
Contract Amount:			Project Number:	
Business/Legal Name of Employe (MB)(QC)(NF&Labrador)(NT & N				er/Principal Contractor
Mailing Address:			<u>Telephone:</u> <u>Fax Number:</u> <u>Contact Name:</u>	
PROJECT DETAILS				
Location of Project				
Nature of Work/Proces	ss Undertaken			
Name of Site S	uperintendant			
Contact Number for S	uperintendant			
Estimated Start D	Date of Project			
Estimated Pr	oject Duration			
Number of Workers to	be Employed			
ist of Sub-Contractors to be E	mployed (Use	e additional Sp	ace if Required)	
Company Name			Business Address/Location	
OWNER INFORMATION				
Project Owner: R			Royal Canadian Mounted Police	)
	Owners Representative:			
Owner Representative Contact Number:				





Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A of Canada du Canada

#### **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:			



<sup>\*</sup> 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.

Government Gouvernement Solicitation No./No de l=invitation: M5000-6-0072/A

of Canada du Canada

#### **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



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

#### **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 (2015-04-01);GC2 Administration of the Contract R2820D (2015-02-25);(2015-02-25); GC3 Execution and Control of the Work R2830D GC4 **Protective Measures** R2840D (2008-05-12);Terms of Payment (2015-02-25); GC5 R2850D GC6 Delays and Changes in the Work R2860D (2013-04-25);Default, Suspension or Termination of Contract GC7 R2870D (2008-05-12); GC8 Dispute Resolution R2880D (2015-04-01); Contract Security GC9 R2890D (2014-06-26) GC10 Insurance R2900D (2008-05-12);**Supplementary Conditions:** Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);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: <a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>
- Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: <a href="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</a>.
- 4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



Government Gouvernement Solicitation No./No de I=invitation: M5000-6-0072/A of Canada du Canada

#### **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 Building Upgrades on the RCMP Employee Housing Units located in Norway House, MB as outlined in the Specifications - Annex A, and the Drawings - detailed in Annex B.

BA02	BUSINESS NAME AND ADDRESS OF BIDDER				
	Name:				
	Address:				
	Telephone:				
	Fax:				
	E-Mail:				
	GST#:				
BA03	THE OFFER				
		s to Her Majesty the Queen in right of Canada to perform and complete the Work for d project in accordance with the Bid Documents for the Total Bid Amount of			
		\$excluding GST/HST.			

#### **BA04** BID VALIDITY PERIOD

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



Government	Gouvernement	Solicitation No./No de I=invitation:	M5000-6-0072/A
of Canada	du Canada		

#### **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 to be in compliance with the schedule set forth by the RCMP as listed below:

All work is to be completed by November 30<sup>th</sup>, 2015

#### **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with Gl08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08	SIGNATURE							
Name	and title of person authorized to s	gn on behalf of Bidder (Type or p	orint)					
Signati	ure	Date						



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

(To be completed by the Insurer – À être completé par l'Assureur)

### **CERTIFICATE OF INSURANCE**

	Contract No	Contract No.							
					Project No.				
Name of Insurer, Broker or Agent	Address (No., Street)		City	Province	Postal Code				
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code			
Additional Insured  Her Majesty the Queen in Right of Canada as represented by 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 Liability					
(rioquirou mierronicu)	and relief Hamber	<i>2</i> ,, .	277.	Per Occurrence	Annual General Aggregate	Completed Operations Aggregate			
Commercial General				\$	\$	\$			
Liability				4	•				
Umbrella/Excess Liability				\$	\$	\$			
Builder's Risk /				\$					
_					Per Incident	Aggregate			
Pollution Liability				\$	Per Occurence	\$			
Marine Liability				\$					
□ • · · · · · · · · · · · · · · · · · ·					Per Incident	Aggregate			
Aviation Liability				\$	Per Occurence	\$			
				\$					
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.									
Name of person authorized to sign on	behalf of Insurer(s) (Officer, Agent, Brol		elephone 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.
- 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.

Government of Canada

Gouvernement du Canada

Solicitation No./No de I=invitation:

M5000-5-0072/A

#### **ANNEX A - 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 DRAWINGS - ANNEX B.

**END OF SECTION** 



Government of Canada

Gouvernement du Canada

Solicitation No./No de I=invitation:

M5000-5-0072/A

#### **ANNEX B - 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 SPECIFICATIONS - ANNEX A.

#### Sets of DRAWINGS:

- NH-101\_14 Bear Grove A101
- NH-A102\_19 Bear Grove A102
- NH-A103\_20 Bear Grove A103
- NH-A104-31 Bear Grove A104
- NH-A301

**END OF SECTION** 

