



**RETURN BIDS TO: / RETOURNER LES SOUMISSIONS A:**

Courier To:/Adresse courrier:

Bid Receiving/Réception des soumissions  
**Royal Canadian Mounted Police (RCMP)**  
 Procurement & Contracting Services  
 Bid Receiving Unit, 5th Floor, 10065 Jasper Avenue NW  
 Edmonton, AB T5J 3B1 / Réception des soumissions  
**Gendarmerie royale du Canada (GRC)**  
 Services des acquisitions et des marchés  
 Unité de réception des soumissions  
 5e étage, 10065, avenue Jasper N.O.  
 Edmonton, AB T5J 3B1

**INVITATION TO TENDER (ITT) / 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 therefor.

**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: - Commentaires :

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ**

<b>Title – Sujet:</b> Track 2 Skid Pad Reconstruction – Regina, SK		<b>Date :</b> 1 February 2022
<b>Solicitation No. – N° de l'invitation :</b> M5000-22-2422/A		
<b>Client Reference No. - No. De Référence du Client:</b> 202202422		
<b>GETS Reference No. - No. De Référence du SEAG:</b> N/A		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At /à :</b>	<b>2:00 p.m. 14:00</b>	<b>MST (Mountain Standard Time) HNR (heure normale de Rocheuses)</b>
<b>On / le :</b>	<b>TBD</b>	
<b>Destination of Goods and Services – Destinations des biens et services –</b> See herein — Voir aux présentes		
<b>Instructions :</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Sandra E. Robinson, SR Procurement Officer/ agente principale d'approvisionnement - <a href="mailto:sandra.robinson@rcmp-grc.gc.ca">sandra.robinson@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 780-670-8626		<b>Facsimile No. – No. de télécopieur</b> 780-454-4523
<b>COMPLETE BELOW IN FULL - REMPLISSEZ CI-DESSOUS EN ENTIER</b>		
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :</b>		
<b>Complete GST or Business # - Complet GST ou de nombre D'affaires nombre :</b>  The entire BN or GST has 15 characters. (ex: 123456789 RT0001)		
<b>Email:</b> _____		
<b>Telephone No. – No. de téléphone</b>		<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>		<b>Date</b>



## INVITATION TO TENDER

### TRACK 2 SKID PAD RECONSTRUCTION - REGINA, SK

#### IMPORTANT NOTICE TO BIDDERS

This is the second phase (Phase two) of a two-phase competition: successful bidders from the first phase (Phase One) are invited to participate in the second phase (Phase two) to provide a financial bid. The list of pre-qualified bidders resulting from Phase One will be valid for a period of 60 days upon notification of meeting the mandatory requirements or upon award of contract in Phase Two whichever comes first.

No further Request for Qualifications will be published for this solicitation.

#### THIS DOCUMENT CONTAINS AN SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI11, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements".

#### AMENDMENTS

The first page of all amendment(s) that have been duly signed/initialed verifying proof of receipt or written acknowledgement of receipt of amendments should be submitted with the bid but may be submitted afterwards. If any amendment(s) are not acknowledged as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the documentation within the time frame specified will render the bid non-responsive.

#### APPROVAL OF ALTERNATIVE MATERIALS

In accordance with R2710T (2020-05-28) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.

#### ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

#### COVID-19 VACCINATION REQUIREMENT

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.



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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)**

The following GI's are included by reference and are available at the following Web Site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/>

- GI01 Integrity Provisions - Bid
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- ANNEX E – COVID-19 VACCINATION CERTIFICATION**



## 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 - **Construction Services - Bid Security Requirements R2710T (2021-04-01)**, amended as follows:

**Subsection GI09 - Submission of Bid**

**Delete:** GI09 1. in its entirety

**Insert:** 1. The Bid and Acceptance Form, duly completed, COVID-19 Certification form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

**Subsection GI16 Performance Evaluation:**

**Delete:** in its entirety

**Insert:** GI16 intentionally left blank
  - (d) Clauses & Conditions identified in "Contract Documents";
  - (e) Drawings and Specifications;
  - (f) Bid and Acceptance Form and related Appendix(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 - Construction Services - Bid Security Requirements R2710T (2021-04-01)**

General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

- 3) **Bids must be submitted ONLY to the RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.**

**Due to the nature of the bid solicitation, ORIGINAL Bids transmitted by facsimile or e-mail to the RCMP will not be accepted.**
- 4) Canada requests that Bidders follow the format instructions described below in the preparation of their Bid:



- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 - [sandra.robinson@rcmp-grc.gc.ca](mailto:sandra.robinson@rcmp-grc.gc.ca). Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT 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**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on **TBD**. Interested bidders will be assigned a specific attendance time. Access to the building and site will be controlled, limited and restricted. Interested vendors are to meet in the front lobby of **6101 Dewdney Avenue, Regina, SK**.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than **2:00 pm on TBD** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit APPENDIX 2 – COVID – 19 Site Visit Certification with their notification of attendance.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Face masks must be worn at all times during the Site Visit. Please note that it is the responsibility of the Bidder to bring their own masks as the RCMP will not be supplying any Personal Protective Equipment (PPE).



**SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with **GI10 of R2710T**. The facsimile number for submission of revisions is **(780) 454-4523**.

**SI05 BID RESULTS**

1. There will be no public opening at bid deposit time.
2. The responsive bid with the lowest price will be recommended for contract award.
3. Following solicitation closing, the bidder with the lowest price will be notified. Following contract award, the remaining bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to Tender.

**SI06 RIGHTS OF CANADA**

Canada reserves the right to:

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

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.

**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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension; 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.



## **SI08 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided (with 1 electronic or paper copy) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

## **SI09 RECOURSE MECHANISMS**

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

## **SI10 Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled Recipient Electronic Payment Registration Request along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca).

## **SI11 SECURITY RELATED REQUIREMENTS**

### **1. Before commencement of the Work, the following conditions must be met:**

- a. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

## **SI12 WCB AND SAFETY PROGRAM**

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers Compensation Board Statement of Injury Supplement - *Saskatchewan*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and





1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.

2) The recommended Bidder 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 with the request may result in the bid being declared non-compliant.

#### **S113 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>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) [http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Code of Conduct

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Integrity Regime (access to the Declaration Form through the Forms for the Integrity Regime link)

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

**Trade Agreements** <https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

#### **S114 COVID -19 VACCINATION REQUIREMENT CERTIFICATION**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, as ANNEX F, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.



## 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 (2021-12-02); <b>(as amended);</b>
GC2	Administration of the Contract	R2820D (2016-01-28);
GC3	Execution and Control of the Work	R2830D (2019-11-28);
GC4	Protective Measures	R2840D (2008-05-12);
GC5	Terms of Payment	R2850D (2019-11-28);
GC6	Delays and Changes in the Work	R2865D (2019-05-30);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2015-02-25);
GC7	Default, Suspension or Termination of Contract	R2870D (2018-06-21);
GC8	Dispute Resolution	R2880D (2019-11-28);
GC9	Contract Security	R2890D (2018-06-21)
GC10	Insurance	R2900D (2008-05-12);

- 1. Subsection GC1.22 Performance-evaluation: **Contract of R2810D (2021-12-02)**, incorporated by reference above, is amended as follows:

**Delete:** in its entirety

**Insert:** GC1.22 Intentionally left blank.

- (e) Supplementary Conditions
- (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (h) 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>

**Revision to Departmental Name:** As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

3) The language of the contract documents is the language of the Bid and Acceptance Form submitted.



**4) Procurement Ombudsman**

**4.1 Dispute Resolution Services**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**4.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**5) Authorities:**

**5.1 Contracting Authority:**

The Contracting Authority for the Contract is:

Sandra E. Robinson – Senior Procurement & Contracting Officer  
Royal Canadian Mounted Police - Procurement & Contracting Services Unit  
Telephone: 780-670-8626  
E-mail address: [sandra.robinson@rcmp-grc.gc.ca](mailto:sandra.robinson@rcmp-grc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 RCMP Departmental Representative (Project Manager) [To be confirmed at contract award]**

The RCMP Departmental Representative (Project Manager) for the contract is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The RCMP Departmental Representative (Project Manager) is the representative of the department or agency for whom the Work is being carried out under the contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the RCMP Departmental Representative; however, the RCMP Departmental Representative has no authority to authorize changes to the contract. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.



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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

"SAMPLE"



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY RELATED REQUIREMENTS**

1. The following security requirements (SRCL and related clauses) apply and form part of the Contract. Before the commencement of Work the following conditions must be met:
  - 1.1 The Contractor's personnel are required to be security cleared at the level of Facility Access with escort as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
    - a. The Contractor SHALL NOT remove or make copies of any PROTECTED, DESIGNATED or CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
    - b. The Consultant must comply with the provisions of the: Security Requirements Check List (SRCL) attached at Annex B.

### **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.

#### **4) Insurance Proceeds**

- a. 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**

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



**SC03 MANDATORY HEALTH AND SAFETY**

**Workplace Safety and Health**

1. EMPLOYER/PRIME CONTRACTOR

1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Saskatchewan, and for the duration of the Work:

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 Prime Contractor, 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 General Conditions, to Canada's order \* to:

1.1.3.1 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or

1.1.3.2 accept that Canada's other Contractor is Prime 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. SUBMITTALS

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Advance Notification Of Construction Project form (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

**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.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). 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.

**Saskatchewan Labour – Southern Region**

Occupational Health and Safety Division  
6th Floor, 1870 Albert Street  
Regina, SK S4P 3V7  
Attn: Chief Safety Southern Region  
Phone: 306-787-4481 Fax: 306-787-2208

**Saskatchewan Labour – Northern Region**

Occupational Health and Safety Division  
122-3rd Avenue North  
Saskatoon, SK S7K 2H6  
Attn: Chief Safety Northern Region  
Phone: 306-933-5050 Fax: 306-933-7337



**SC04 ASPHALT CEMENT PRICE ADJUSTMENT**

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
  2. Price Adjustment formulae:
    - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:  
(Example based on a 5% increase)  
 $PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$
    - b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:  
(Example based on a 5% decrease)  
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$   
  
PA = payment adjustment for asphalt cement, in dollars  
IB = asphalt cement price index for the month prior to bid closing  
IM = asphalt cement price index for the month in which paving occurs
- The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.
3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
  4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.



**APPENDIX 1 - INTEGRITY PROVISIONS - (Attached as separate documents.)**

- Integrity-form-eng.pdf

"SAMPLE"





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**APPENDIX 2 – COVID-19 SITE VISIT CERTIFICATION** - *(Attached as separate documents.)*

- COVID-19 Site Visit Certification.pdf

"SAMPLE"



**APPENDIX 3 - BID SUBMISSION CHECK LIST**

**Submission of Bid, as per R2710T - GI09:**

- |                          |   |  |
|--------------------------|---|--|
| <input type="checkbox"/> | <b>Front page of ITT</b>                              | - completed and signed   |
| <input type="checkbox"/> | <b>BID AND ACCEPTANCE FORM (BA)</b>                   | - completed and signed   |
| <input type="checkbox"/> | <b>Front page of Amendment(s) (if applicable)</b>     | - signed or initialed  |
| <input type="checkbox"/> | <b>Bid Security</b>                                   | - original document  |
| <input type="checkbox"/> | <b>COVID-19 Vaccination Requirement Certification</b> | - completed and signed   |
| <input type="checkbox"/> | <b>Outside of Envelope</b>                            | - Solicitation Number, Bidder, Return Address, Closing Date and Time |

**To be submitted to the following address, on or before solicitation closing date and time:**

Royal Canadian Mounted Police (RCMP)  
Procurement & Contracting Services  
Bid Receiving Unit,  
5th Floor, 10065 Jasper Avenue NW  
Edmonton, AB T5J 3B1





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## **ANNEX A - BID AND ACCEPTANCE FORM (BA)**

### **1. NOTES TO BIDDERS:**

- a. The language in this annex will be contractualized in the resulting contract. All solicitation related content will be removed and applicable clauses contractualized as required.
- b. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

### **2. DEFINITION OF BIDDER:**

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

### **3. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:**

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

**BA01 IDENTIFICATION** - Track 2 Skid Pad Reconstruction – Regina, SK



**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

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

**BA03 THE OFFER PRICE**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the TOTAL BID AMOUNT INDICATED IN ATTACHMENT 1 TO ANNEX A.

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 60 calendar days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

A binding contract will be issued by Canada to the Bidder with a responsive bid carrying the lowest price. The documents forming the contract are identified in the "Contract Documents (CD)" section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by **November 30th, 2022**.



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**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

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

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Signature

Date

**SAMPLE**



**ATTACHMENT 1 TO ANNEX A - COMBINED PRICE FORM**

1. The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Attachment will be corrected by Canada.
2. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM** - The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- a. Work included in the Lump Sum Amount represents all work not included in the unit price table.

<b>LUMP SUM AMOUNT (LSA)</b> (including mark-up, overhead & profit; excluding net cost of any applicable cash allowances and excluding Applicable Taxes.)	\$ _____
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**UNIT PRICE TABLE** - The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- a. Work included in each item is as described in the referenced specification section.
- b. The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit Applicable Taxes extra (PU)	Extended amount (EQ x PU)Applicable Taxes extra
1	Section 01 71 13	Mobilization & Demobilization	L.S	1		
2	Section 32 92 19	Mechanical Seeding	L.S.	1		
3	Division 26 - Electrical	General Site Electrical	L.S.	1		
4	Section 01 74 19 - Waste Management and Disposal	Waste Excavation including Haul	M3	750		
5	Section 31 23 33 - Excavating, Trenching And Backfilling	Earth Excavation	M3	750		
6	Section 31 22 15 - Surface Mixing And Compaction	Subgrade Preparation	M2	5000		
7	Section 32 12 16 - Asphalt Concrete	Surface Mixing & Compaction	M2	25500		
8	Section 31 32 21 - Geotextiles	Geotextiles-Contractor Supplied	M2	5000		
9	Section 32 11 16 - Granular Sub-Base	Granular Sub-Base in Place-Contractor Supplied	T	5000		
10	Section 32 11 23 - Granular Base Course	Granular Base Course in Place-Contractor Supplied	T	8500		
11	Section 32 12 16 - Asphalt Concrete	Asphalt Concrete in Place- Contractor Supplied	T	6200		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding Applicable Taxes						



<b>TOTAL BID AMOUNT (LSA +TEA) - Excluding Applicable Taxes</b>	\$ _____
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“SAMPLE”



**ANNEX B – SPECIFICATIONS & DRAWINGS**

All specifications and drawings will be included as separate documents during Phase 2.

"SAMPLE"





**ANNEX C – SECURITY REQUIREMENT CHECKLIST**  
**(Included as a separate document)**

"SAMPLE"



**ANNEX D – CERTIFICATE OF INSURANCE (Not required at solicitation closing)  
(Included as a separate document)**

"SAMPLE"



**ANNEX F – COVID-19 CERTIFICATE**  
**(Included as a separate document)**

"SAMPLE"