

**Solicitation Cover Page**

**RETURN BIDS TO:**

Agriculture and Agri-Food Canada

**Address:** Eastern Service Center

**Attention:** Marie-Pier Parent

**Email:** aaafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

**INVITATION TO TENDER**

**Proposal To: Agriculture and Agri-Food Canada**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

**Comments:**

Optional site visit on May 15, 2024 at 10:00 AM (AT)  
See SI03 "Optional Site Visit" from the Special Instructions to bidders.

**Vendor/Firm Name and Address:**

**Issuing Office**

Agriculture and Agri-Food Canada  
Eastern Service Center  
2001 Robert-Bourassa Boulevard, Suite 671-CP  
Montreal, QC H3A 3N2

|                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Title:<br>Charlottetown Paving Project                                                                                                                                                                                                                                                                                                                                                                |                                     |
| Solicitation Number<br>01B46-24-020                                                                                                                                                                                                                                                                                                                                                                   | Date of solicitation:<br>2024-05-07 |
| Solicitation Closes:<br>At: 2:00 PM<br>On: 2024-05-22                                                                                                                                                                                                                                                                                                                                                 | Time Zone:<br>ET                    |
| Address Enquiries to:<br><br>Name: Marie-Pier Parent, Contracts Officer<br>Email: marie-pier.parent@AGR.GC.CA                                                                                                                                                                                                                                                                                         |                                     |
| Telephone Number:<br>506-531-7263                                                                                                                                                                                                                                                                                                                                                                     | FAX Number:                         |
| Destination of Goods, Services and Construction:<br>Charlottetown Research and Development Center<br>440 University Avenue<br>Charlottetown, PE C1A 4N6                                                                                                                                                                                                                                               |                                     |
| <b>Instructions:</b><br>Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. |                                     |
| Delivery required:                                                                                                                                                                                                                                                                                                                                                                                    | Delivery offered:                   |
| Vendor/Firm Name and Address:                                                                                                                                                                                                                                                                                                                                                                         |                                     |
| Name and title of person authorized to sign on behalf of vendor/firm (type or print)                                                                                                                                                                                                                                                                                                                  |                                     |
| Signature                                                                                                                                                                                                                                                                                                                                                                                             |                                     |
| Date                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |

## **INVITATION TO TENDER**

Paving Project  
Charlottetown, PE

### **IMPORTANT NOTICE TO BIDDERS**

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.**

SI03 Optional Site Visit has changed

### **LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI11 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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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 - Construction Services - Bid Security Requirements R2710T (2021-04-01)  
Delete: Subsection GI16 Performance Evaluation: 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 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/5/R>

### **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 at e-mail address [marie-pier.parent@AGR.GC.CA](mailto:marie-pier.parent@AGR.GC.CA) except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 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, PWGSC will examine the content of the enquiry and will decide whether to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 OPTIONAL SITE VISIT**

There will be an optional site visit on May 15, 2024 at 10:00 AM (AT). Interested bidders are to meet at the main complex commissioner desk at Agriculture and Agri-Food Canada, 400, University Avenue, Charlottetown, PEI, C1A 4N6.

Attendance can be confirmed to Claudia Chandler at 902-370-1411 or [claudia.chandler@agr.gc.ca](mailto:claudia.chandler@agr.gc.ca).

### **SI04 REVISION OF BID**

Bids may be revised using the email address indicated on page 1 (cover page) of this invitation to tender (ITT) or using Canada Post Corporation (CPC) Connect service.

Section GI10 of R2710T is replaced by the following;

1. A bid submitted in accordance with these instructions may be revised, provided the revision is received through Canada Post Corporation's (CPC) Connect service, on or before the date and time set for the closing of the solicitation. The revision shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.

- a. The only acceptable email address to use with CPC Connect is: [aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca](mailto:aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca)
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).
5. For revised bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the CPC Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the CPC Connect service.

## SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form [PWGSC-TPSGC 504](#)) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#).
- 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
  - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
  - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

## SI06 SUBMISSION OF BID

Bids can be submitted using the email address indicated on page 1 (cover page) of this invitation to tender (ITT) or using Canada Post Corporation (CPC) Connect service.

Section GI09 of R2710T is modified by the following:

Insert the following text under subparagraph 4.

5. Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [Connect service](#) provided by Canada Post Corporation.

The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is: [aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca](mailto:aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca)

Note: Bids may not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in "c." below of this solicitation, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

- b. To submit a bid using CPC Connect service, the Bidder must either:
- i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the CPC Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the CPC Connect service.
- h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.
- k. Alternate arrangements of bid receipt can be made by contacting the Contracting Authority identified on page 1 of the solicitation package no later than one (1) business day prior to bid closing.

## **SI07 BID RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by e-mail at [marie-pier.parent@AGR.GC.CA](mailto:marie-pier.parent@AGR.GC.CA).

## **SI08 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.

## **SI09 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 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.

## **SI10 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant 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
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI11 SECURITY CLEARANCE REQUIREMENTS**

There is no security requirement associated with the work.

## **SI12 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

### **GI0/7 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 2. **Failure to do so will result in the disqualification of its bid.**

### SI13 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

### SI14 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 (0), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

### SI15 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&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>

Declaration Form  
<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>



**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/R2710T/23>

- GI01 Integrity Provisions - 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
- GI18 Code of Conduct for Procurement—bid

## 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 – Construction Services                                                        | R2810D | (2017-11-28); |
|      | Subsection GC1.22 Performance-evaluation: incorporated by reference above, is amended as follows: |        |               |
|      | Delete: in its entirety                                                                           |        |               |
|      | Insert: GC1.22 Intentionally left blank.                                                          |        |               |
| 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                                                                    | R2860D | (2019-05-30); |
| 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); |
|      | Allowable Costs for Contract Changes Under GC6.4.1                                                | R2950D | (2015-02-25); |
  - 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>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING**

This section is intentionally left blank.

### **SC02 LIMITATION OF LIABILITY**

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

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 the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.
2. 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 contract award, 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.

## SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - 1.1 The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2 The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3 The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

## **SPECIFICATIONS AND DRAWINGS**

SPECIFICATIONS AND DRAWINGS  
CHARLOTTETOWN PAVING PROJECT

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**1.0 General Information for Bidders**

**1.1 Organization of Specification**

Section 1 provides general information for interested bidders.

Section 2 provides information on the paving requirements at the Charlottetown Research and Development Centre (CRDC).

**1.2 Background**

The existing roadways have severe deterioration. These areas are located at the Charlottetown Research and Development Centre (CRDC), 440 University Avenue, Charlottetown PEI. The work will consist of, but is not limited to, pulverizing existing asphalt and resurfacing roadways in three areas. See "Work Area Location" documents (attached) for details.

**1.3 Coordination of Work**

Work schedule shall be coordinated with the Project Authority 48 hours before starting the project. (Contact to be inserted at time of contract)

**1.4 Site Health and Safety**

The Contractor must recognize that AAFC operations will be affected by the implementation of this contract. The Contractor must perform the work with utmost regard for the safety and convenience of operations and users. All work activities must be planned and scheduled with this in mind.

All work must follow Occupational Health and Safety requirements defined in the Provincial Occupational Health and Safety Regulations and the Canada Labour Code.

All work must follow Workers Compensation Board, Provincial and Federal Health and Safety rules and regulations.

Comply with National and Regional Codes and Regulations as mandatory requirements, and any other codes related to this work. The most stringent will apply.

The Contractor's employees are to maintain a clean work site for the duration of the project.

**1.5 Hours of Work**

Work shall be carried out during our normal business hours, 8:00 AM to 4:30 PM Monday through Friday. However, if after-hours work is required, it must be arranged and approved by the Project Authority.

**1.6 Permits, Fees and Codes Where Applicable**

It is the responsibility of the Contractor to obtain all required permits, pay all fees, and adhere to all applicable codes, acts, and regulations affecting the work to be performed.

**1.7 Removal of Waste Materials from Site**

The Contractor will remove and dispose of all debris generated by contracted work in an environmentally acceptable manner and in accordance with Prince Edward Island IWMC regulations. This does not include the millings generated by the contract and stored on-site.

SPECIFICATIONS AND DRAWINGS  
CHARLOTTETOWN PAVING PROJECT

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**1.8 Damage to Federal Property**

Any damage to Federal property or equipment by the Contractor employees or sub-contractors will be the responsibility of the Contractor.

**2.0 Paving Requirement**

**2.1 Environmental Protection Measures**

Minimize areas disturbed by construction.

Install, maintain, and remove environmental protection measures needed to meet the most stringent environmental regulations pertaining to this contract.

**2.2 Traffic Control**

Maintain traffic access to all buildings using signage, traffic control, and or barriers in the work zones.

All road barricades, signage, and traffic control are the Contractor's responsibility.

**2.3 Pavement Pulverizing**

Location of asphalt replacement is marked with orange paint on the pavement areas. See "Work Area Location" documents (attached) for location of work areas.

All dimensions are approximate. Contractor is responsible to confirm measurements on site.

All joints to be saw cut or cold-planed with a straight line where new asphalt will meet the old asphalt. Ensure minimum 300mm overlap to key in new asphalt to existing nearest solid asphalt.

The Contractor shall carry out the work such that the pulverizing extends to a minimum depth of 60 mm for all areas.

Stock pile pulverized material as indicated on "Work Area Location" drawing (attached).

Protect existing pavement areas not designated for removal. In the event of damage, the Contractor shall repair at no additional cost to AAFC.

Contract to include operations involved in removing, hauling, and stockpiling designated pulverized material.

Oversized pieces remaining after pulverizing shall become the property of the Contractor and shall be disposed of outside the work site.

**2.4 Granular Class A Base**

In areas requiring build-up before paving, class A granular must be used along with water and compacting the material using vibrating compaction equipment.

SPECIFICATIONS AND DRAWINGS  
CHARLOTTETOWN PAVING PROJECT

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**2.5 Asphalt Concrete Paving in All Areas**

Refer to "Work Area Location" drawing (attached) for locations.

Work under this Section shall consist of supplying aggregates, production, loading, hauling, placing, and compaction of dense graded hot mix conventional asphalt concrete or warm mix asphalt concrete for pavement construction in accordance with the latest revision of the Prince Edward Island Department of Transportation, Infrastructure and Energy (PEIDOTIE) Specifications.

Apply tack coat to edges of abutting pavements before placing new asphalt. All areas are to be clean and dry before applying the tack coat.

Apply tack coat only to clean surfaces that are expected to be paved on the same day.

Place 60mm of type B asphalt mixture (Seal Course).

Provide smooth transitions at all intersections with existing pavement.

No traffic will be permitted on newly placed asphalt concrete until finish rolling is complete, and the finished mat has been permitted to cool to 60°C.

Finished asphalt surface to be smooth and true to required crown and grade.

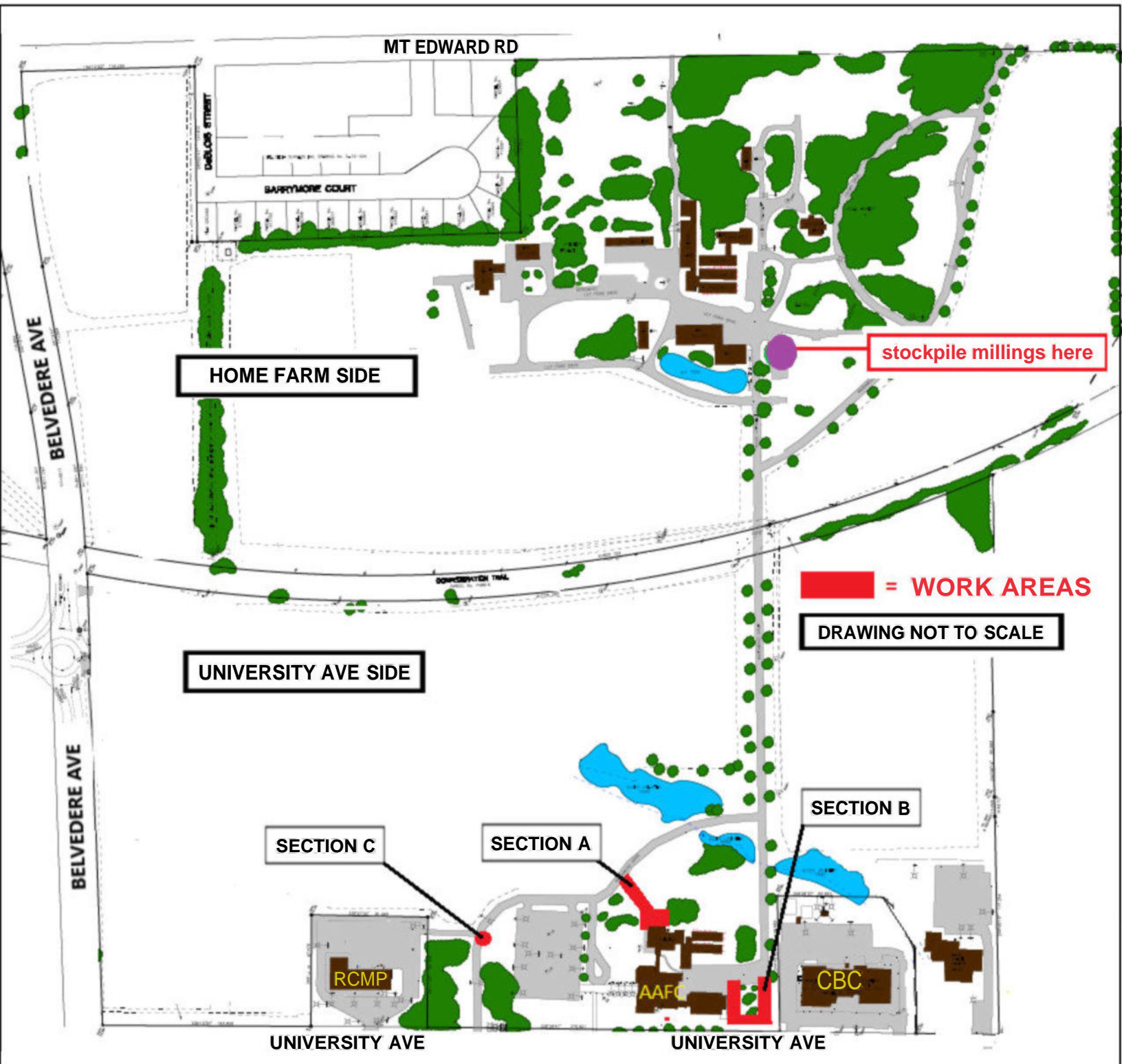
The finished surface of any pavement course shall have a uniform texture and be free of visible signs of poor workmanship. Any obvious defects, as determined by the Project Authority will be cause for rejection of the pavement course. Such defects shall include but not necessarily be limited to the following:

- 2.5.1 Individual bumps and dips that exceed 8.5 mm in the vertical direction;
- 2.5.2 Segregated areas;
- 2.5.3 Areas of excess or insufficient asphalt cement;
- 2.5.4 Roller marks;
- 2.5.5 Cracking or tearing;
- 2.5.6 Improper matching of longitudinal and transverse joints;
- 2.5.7 Tire marks;
- 2.5.8 Sampling locations not properly reinstated;
- 2.5.9 Improperly constructed patches;
- 2.5.10 Contaminant on the mat

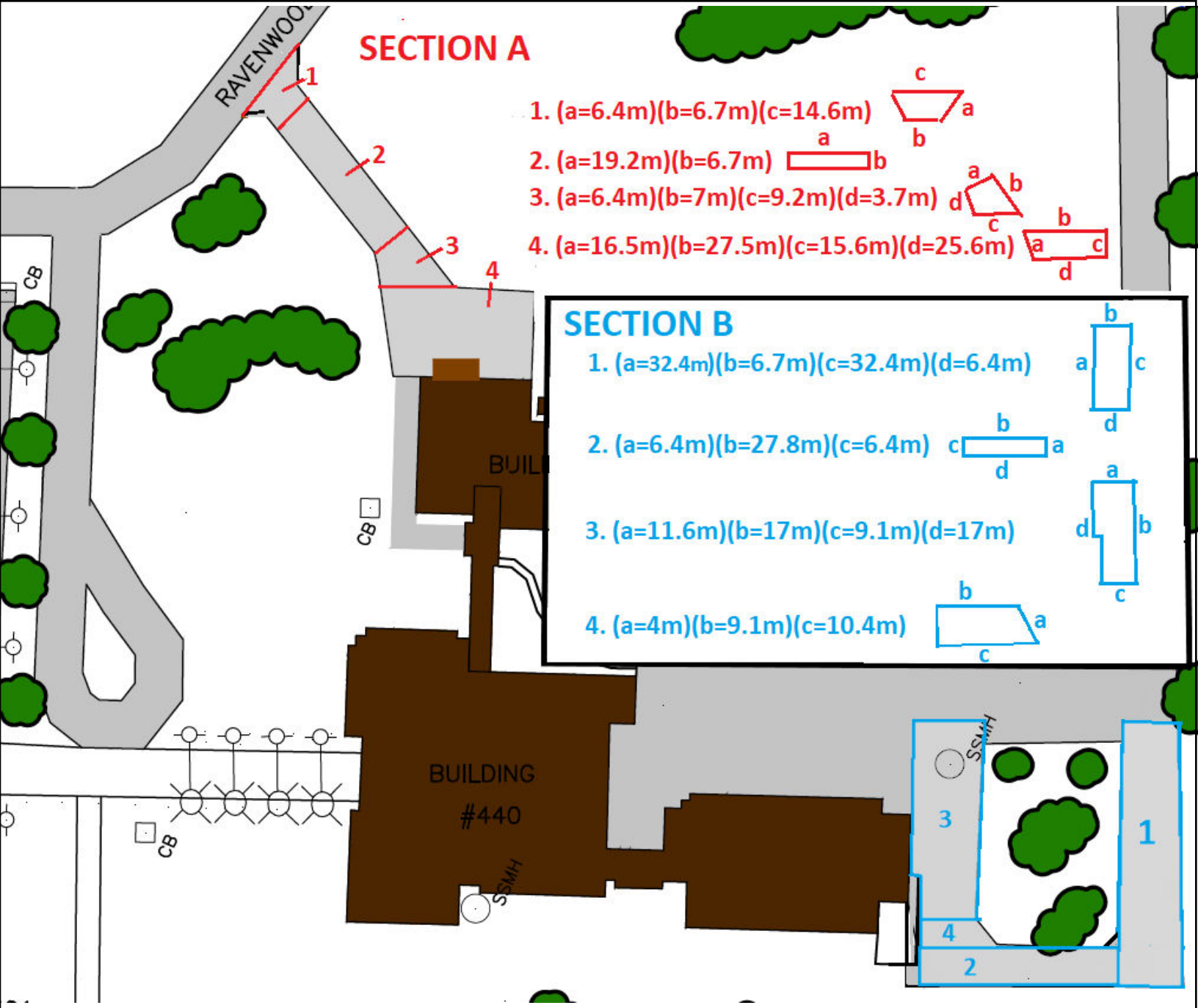
Any part of a completed pavement course rejected for obvious defects shall be repaired within 7 calendar days from the time the Contractor receives notification of rejection. Rejected areas shall be removed by pulverizing to full lift thickness



**Work Area Locations  
Paving Project**  
AAFC - Charlottetown RDC  
440 University Avenue  
Charlottetown PE C1A 4N6



Dimensions - Section A and Section B



**SECTION A**

- 1.  $(a=6.4m)(b=6.7m)(c=14.6m)$
- 2.  $(a=19.2m)(b=6.7m)$
- 3.  $(a=6.4m)(b=7m)(c=9.2m)(d=3.7m)$
- 4.  $(a=16.5m)(b=27.5m)(c=15.6m)(d=25.6m)$

**SECTION B**

- 1.  $(a=32.4m)(b=6.7m)(c=32.4m)(d=6.4m)$
- 2.  $(a=6.4m)(b=27.8m)(c=6.4m)$
- 3.  $(a=11.6m)(b=17m)(c=9.1m)(d=17m)$
- 4.  $(a=4m)(b=9.1m)(c=10.4m)$

Dimensions - Section C



**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Paving Project – Charlottetown, PE

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

|                                                               |  |      |  |      |  |
|---------------------------------------------------------------|--|------|--|------|--|
| Legal Name:                                                   |  |      |  |      |  |
| Operating Name (if any):                                      |  |      |  |      |  |
| Address:                                                      |  |      |  |      |  |
| Telephone:                                                    |  | Fax: |  | PBN: |  |
| E-mail address:                                               |  |      |  |      |  |
| Contract Security Program Organisation Number (when required) |  |      |  |      |  |

**BA03 THE OFFER**

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 of

\$ \_\_\_\_\_ excluding Applicable Taxe(s).  
(amount in numbers)

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder’s offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in “Contract Documents (CD)” section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work on or before **October 6, 2024**.

**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**

|  |
|--|
|  |
|--|

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

|  |
|--|
|  |
|--|

Signature

|  |
|--|
|  |
|--|

Date

**APPENDIX 1 – INTEGRITY PROVISIONS**

*(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)*

**List of names:** All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

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### APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If “own forces” of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

|   | Subcontractor and Suppliers | Division |
|---|-----------------------------|----------|
| 1 |                             |          |
| 2 |                             |          |
| 3 |                             |          |
| 4 |                             |          |

**ANNEX A - CERTIFICATE OF INSURANCE**  
(Not required at solicitation closing)

**CERTIFICATE OF INSURANCE**

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

|                                                                                      |                              |
|--------------------------------------------------------------------------------------|------------------------------|
| Charlottetown Paving Project<br>440 University Avenue<br>Charlottetown, PEI, C1A 4N6 | Contract No.<br>01B46-24-020 |
|--------------------------------------------------------------------------------------|------------------------------|

|                                                                                                                       |                       |      |          |             |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|-------------|
| 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                                                                                                    |                       |      |          |             |
| <i>His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services</i> |                       |      |          |             |

| Type of Insurance                   | Insurer Name and Policy Number | Inception Date<br>D / M / Y | Expiry Date<br>D / M / Y | Limits of Liability |                          |                                |
|-------------------------------------|--------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------------------------|
|                                     |                                |                             |                          | Per Occurrence      | Annual General Aggregate | Completed Operations Aggregate |
| <b>Commercial General Liability</b> |                                |                             |                          | \$                  | \$                       | \$                             |
| <b>Umbrella/Excess Liability</b>    |                                |                             |                          | \$                  | \$                       | \$                             |

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 coverage's 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, Broker)

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

**General**

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

The policies must insure the Contractor and must include His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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.
- (e) Damage to existing structure

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.