## **Agriculture and Agri-Food Canada (AAFC)**

## **Project Title:**

## **Electric Power Infrastructure Upgrade**

Home Farm, Charlottetown Research and Development Centre, 440 University Avenue Charlottetown, PEI

Tenders must be received by: 2:00 PM, Eastern Daylight Time

On Thursday March 31, 2022 at the following email address:

aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

Note: Tenders received at an email address other than this one will be rejected.

## Request for Tenders 01B46-22-004

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#### PART I. ADDITIONAL INSTRUCTIONS

#### AI 1. **Definitions**

- Tenderers/Bidders: Individual or Firm responding to the request for tender.
- Contracting Authority: is the individual within Agriculture and Agri-Food Canada (AAFC) who is responsible of the integrity and the transparency of the competitive tender process. The Contracting Authority is also responsible for the issuance of the contract and any amendment related to it.
- Project Manager: is the individual within AAFC who is responsible for all matters concerning the technical content of the Work under the awarded contract.

#### AI 2. Context

The existing 4160 high voltage overhead system within the home farm area is being upgraded to 13,800 Volt system to align with the current Maritime Electric Company Ltd. (MECL) distribution system standards. The removal and disposal of all existing pad and pole mounted transformers and the supply and installation of all new pole mounted transformers will be undertaken by MECL under a separate contract. The secondary voltage work will be undertaken by the electrical contractor and shall be included as a part of this tender.

#### AI 3. **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 at 38 Lily Pond Drive, Charlottetown, PEI on Thursday, March 24, 2022. The site visit will begin at 10:00am (local time).

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. Please see SI03 Non-Mandatory Site Visit and SI14 Covid-19 Vaccination Requirement Certification (Site Visit) under Appendix B – Special Instructions to Bidders.

Bidders must communicate with the Contracting Authority no later than Tuesday, March 22, 2022 at 2:00pm (EDT) to confirm attendance and provide the name(s) of the person(s) who will attend and provide their Vaccination Requirement Certification.

Bidders will be required to sign an attendance sheet. No further appointments will be given to bidders who do not attend the visit or who do not send a representative. Bidders who do not attend the visit may still submit a bid, since the visit is optional.

Attendance by interested tenderer is not mandatory, however, the tenderer has the responsibility to ascertain he/she has knowledge of all the facts and information on the nature and provision of the work requested. Lack of knowledge of the conditions will not be a valid excuse accepted for the inability to satisfactorily meet the services required.

#### AI 4. Requests for information

All requests for information regarding this call for tenders MUST be presented by email and sent exclusively to the Contracting Authority identified below, as soon as possible during the tender period and no later than three (3) working days before the end of this period, in order to allow sufficient time to answer. Inquiries received after that time might not be answered prior to the tender closing date.

## Request for Tenders

Contracting Authority:

#### Claudia Lauzier

Agriculture and Agri-Food Canada 2001 Robert Bourassa blvd., 671 -TEN Montreal, Quebec, H3A 3N2

Telephone: 438-455-2392 Email: <u>claudia.lauzier@agr.gc.ca</u>

#### Al 5. Revision of Tenders (Modification to Clause IB10, Appendix A)

The following paragraph shall be added after paragraph 1):

"...However, any indication of tender price modification **shall not reveal** the amount of the original or the revised total tender. Any indication of the old or the new total tender will get the often discarded automatically."

#### Al 6. Receipt of Tenders

Tenders will be received at the following email address:

aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

AAFC will not necessarily accept the lowest tender nor any tender, in whole or in part.

#### Al 7. Presentation of Tenders

Tenderers must submit their tenders, <u>by email</u> to the email address mentioned above. The subject of the email containing the proposal should include the project reference number **01B46-22-004**.

Instructions contained in clause IB09, Appendix A Submission of Bid are amended as follows:

- 1) The BID AND ACCEPTANCE FORM, duly completed, **shall be sent by email**, and shall be addressed and submitted to the office designated on the Front Page of the BID AND ACCEPTANCE FORM for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the SPECIAL INSTRUCTIONS TO BIDDERS
- (a) the bid shall be in Canadian currency;
- (b) exchange rate fluctuation protection is not offered; and
- (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is *included in his email*:
- (a) Solicitation/File Number;
- (b) Name of Bidder;
- (c) Closing Date and Time

#### Al 8. <u>Contractual Documents</u>:

The following documents will form part of any resulting contract:

- Appendix C Bid and Acceptance Form (AAFC/AAC5312)
- Appendix D General Conditions for Minor Works (AAFC/AAC5316)
- Appendix E Scope of Work and Drawings
- Appendix F Insurance Terms (AAFC/AAC5315)
- Appendix G
   Form A Subcontracting

## Request for Tenders 01B46-22-004

### AI 9. T4-A

The Contractor shall complete and submit this T4-A Certification within fourteen (14) days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result a fundamental breach of the Contract.

1.	The Contractor shall enter a [x] in one of the boxes below opposite the description that best describe its status.							
	A business incorporated either federally or provincially;							
	An unincorporated business, either as a sole proprietor or a partnership; or							
	An in	dividual.						
Note.	The info	rmation pro	vided in section 2 must cor	respond with that provided in	Section 1.			
		nincorporated dividual's nan						
Street	Name o	r Box Numbe	r:		<u> </u>			
City, T	own or \	/illage: _						
Provin	ce:	-						
Postal	Code:	-						
E-mail	address	:: <u>-</u>			_			
2.	Contra	actor shall co	implete section 2(a) or 2(b) or	r 2(c), whichever is applicable to	its situation.			
	a)	GST/HST	rated: Number (BN) · Number: ration Tax Number (T2N)					
	b)	GST/HST T2 Corpo <b>Note:</b>	Number (BN)  Number: ration Tax Number (T2N)	s Name must be the same as	, or , whichever is applicable			
	c)	If individu Business GST/HST T2 Corpo	al: Number (BN) <sup>-</sup> Number: ration Tax Number (T2N)		, or , whichever is applicable			
3.	addre	ss and Reve		, BN, GST/HST No., T2N), as a	above, including the legal name, pplicable, and that it is correct and			
Signat	ure of Co	ontractor	Title of Signatory	Date				

Appendix "A"

**INSTRUCTIONS TO BIDDERS** 

#### **INSTRUCTIONS TO BIDDERS**

IB01	Completion of Bid
IB02	Identity or Legal Capacity of the Bidder
IB03	Applicable Taxes
IB04	Tax to Be Included
IB05	Capital Development and Redevelopment Charges
IB06	Registry and Pre-qualification of Floating Plant
IB07	Listing of Subcontractors and Suppliers
IB08	Bid Security Requirements
IB09	Submission of Bid
IB10	Revision of Bid
IB11	Acceptance of Bid
IB12	Bid Costs
IB13	Compliance with Applicable Laws
IB14	Approval of Alternative Materials
IB15	Income Tax Requirement
IB16	Contingency Fees
IB17	Status of the Bidder
IB18	Integrity Provisions - Bids Over \$10,000.00
IR19	Code of Conduct for Procurement - Bid

#### IB01 Completion of Bid

- 1) The bid shall be:
  - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC or on a clear and legible reproduced copy of such BID AND ACCEPTANCE FORM that must be identical in content and format to the BID AND ACCEPTANCE FORM provided by AAFC;
  - (b) based on the Bid Documents listed in the SPECIAL INSTRUCTIONS TO BIDDERS;
  - (c) correctly completed in all respects;
  - (d) signed, with an original signature, by a duly authorized representative of the Bidder; and
  - (e) accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- Subject to paragraph 6) of IB11, any alteration to the pre-printed or pre-typed sections of the BID AND ACCEPTANCE FORM, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the BID AND ACCEPTANCE FORM by the Bidder shall be initialed by the person or persons signing the bid. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

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3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.



### IB02 Identity or Legal Capacity of the Bidder

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business; prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### IB03 Applicable Taxes

1) Bidders are not to include any amounts for Applicable Taxes (Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST), whichever is applicable. Any amount levied in respect of Applicable Taxes shall be billed as a separate item in a progress claim submitted by the Contractor, and shall be paid to the Contractor in addition to the amount approved by Canada for work performed under the Contract. The Contractor shall be required to remit the appropriate amount to the appropriate tax authority in accordance with the applicable legislation.

#### IB04 Tax to Be Included

1) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

#### IB05 Capital Development and Redevelopment Charges

1) For the purposes of GC1.5 in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### IB06 Registry and Pre-qualification of Floating Plant

Dredges or other floating plant to be used in the performance of the Work must be of Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

#### **IB07** Listing of Subcontractors and Suppliers

Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder submitting the lowest acceptable bid shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so may result in the disqualification of its bid.

#### **IB08** Bid Security Requirements

1) **NO** bid security is required for this solicitation notice.

#### IB09 Submission of Bid

- 1) The BID AND ACCEPTANCE FORM, duly completed, 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 of the BID AND ACCEPTANCE FORM for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the SPECIAL INSTRUCTIONS TO BIDDERS
  - (a) the bid shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation/File Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
- Subject to paragraph 6) of IB11, failure to comply with paragraphs 1), 2) and 3) of IB09 shall render the bid liable to disqualification. Timely and correct delivery of bids is the sole responsibility of the Bidder.

#### IB10 Revision of Bid

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the bid. The letter or facsimile shall:
  - (a) be on the Bidder's letterhead or bear a signature that identifies the Bidder;
  - (b) for the lump sum portion of a bid, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
  - (c) for the Price Per Unit portion of a bid, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.
- 2) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
- 3) Failure to comply with any of the above provisions shall 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).

#### IB11 Acceptance of Bid

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of IB11, Canada may reject a bid if any of the following circumstances is present:

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada; or under paragraph 80(1)(d) ("False entry, certificate of return"), subsection 80 (2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the Financial Administration Act;
- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
- (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) with respect to current or prior transactions with Canada
  - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
  - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (iii) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
  - (iv) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(d)(iv) of IB11, Canada may consider, but not be limited to, such matters as:
  - (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of IB11, Canada may reject any bid based on an unfavourable assessment of the:
  - (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (c) Bidder's performance on other contracts.
- 5) If Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of IB11, other than subparagraph 2)(b)of IB11, Canada shall so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.
- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

#### IB12 Bid Costs

1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### IB13 Compliance with Applicable Laws

- By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of IB13, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- Failure to comply with the requirements of paragraph 2) of IB13 shall result in disqualification of the bid.

#### **IB14** 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 bid period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the bid closing date.

#### **IB15** Income Tax Requirement

1) Payments made under applicable contracts must be reported by Canada for taxation purposes. To comply with this requirement, the successful bidder shall provide to Canada immediately upon award: its legal name; address; and Revenue Canada identifier (SIN, BN, GST/HST, T2N number) as is applicable.

#### **IB16** Contingency Fees

The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

#### IB17 Status of the Bidder

1) The Bidder declares that the Bidder has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the *Criminal Code*.

#### IB18 Integrity Provisions - Bids Over \$10,000.00

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
- 4) Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*,
  - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6) Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada

establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>
Declaration form for procurement - <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>

#### IB19 Code of Conduct for Procurement - Bid

1) The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

# Appendix "B"

## SPECIAL INSTRUCTIONS TO BIDDERS

#### SPECIAL INSTRUCTIONS TO BIDDERS

Ch	pack box if COVID-19 vaccination requirement is not appli
SI11	Rights of Canada
SI10	Certifications – Bid
SI09	Integrity Provisions - Declaration of Convicted Offences
SI08	Personnel Security Requirements
SI07	Construction Documents
SI06	Bid Validity Period
SI05	Bid Results
SI04	Revision of Bid
SI03	Non-Mandatory Site Visit
SI01 SI02	Bid Documents Enquiries during the Solicitation Period

#### Check box if COVID-19 vaccination requirement is not applicable

- SI12 COVID-19 Vaccination Requirement
- SI13 COVID-19 Vaccination Requirement Certification
- SI14 COVID-19 Vaccination Requirement Certification (Site Visit)

#### SI01 BID DOCUMENTS

- 1) The following are the bid documents:
  - (a) SPECIAL INSTRUCTIONS TO BIDDERS;
  - (b) INSTRUCTIONS TO BIDDERS Form A5319-E; and,
  - (c) BID AND ACCEPTANCE FORM Form A5312-E and any attachments thereto.

Canada reserves the right to revise or amend the Bid Documents prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by an addendum or addenda to the documents.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

#### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

 Enquiries regarding this bid must be submitted in writing to the Contracting Officer. The Contracting Officer for the purpose of this bid is:

claudia.lauzier@agr.gc.ca

- 2) Except for the approval of alternative materials as described in IB14 of the INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 3) 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.
- 4) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.



## SI03 NON-MANDATORY SITE VISIT

1)	Before submitting their bid, the Contractor shall examine the jobsite, construction and storage areas, compare drawings and specifications with existing conditions, and fully satisfy themselves as to all data and matters required for the completion of the contract.					
2)	There will be a site visit on Thursday, March, 24 , 2022 at					
	10:00 AM PM Local Standard Time.					
	Interested bidders are to meet at:					
	38, Lily Pond Drive Charlottetown, PEI					
attend or, for other p	ite visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), personnel that are unable to be vaccinated due to a certified medical contraindication, religion or prohibited grounds of discrimination under the <i>Canadian Human Rights Act</i> , subject to amodation and mitigation measures that have been presented to and approved by Canada.					
Bidder	rs must communicate with the Contracting Authority no later than2022-03-222:00					
	Date(YYYY-MM-DD) Time(HH:MM)  EDT. to confirm attendance and provide the name(s) of the person(s) who will					
	Zone					
SI04	. Bidders must also complete and submit the certification found in SI14.  REVISION OF BID  A bid may be revised by letter faccimile or a mail in accordance with IR10 of the INSTRUCTIONS.					
1)	A bid may be revised by letter, facsimile or e-mail in accordance with IB10 of the INSTRUCTIONS  TO BIDDERS  The e-mail address for receipt of revisions is:					
	Email address aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca					
SI05	BID RESULTS					
1)	Following bid closing, bid results may be obtained from the bid receiving office by email at claudia.lauzier@agr.gc.ca					
SI06	BID VALIDITY PERIOD					
1)	Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE FORM. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.					
SI07	CONSTRUCTION DOCUMENTS					
1)	The successful contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of zero (0), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.					

#### SI08 PERSONNEL SECURITY REQUIREMENTS

- 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 following contract security requirements:
  - Personnel who are required to perform any part of the work must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada. Until the security screening of the personnel has been completed satisfactorily by Agriculture and Agri-Food Canada, the Contractor/Subcontractor personnel MAY NOT perform contract work. Each of the proposed staff must complete "Security Clearance Form" (TBS 330-23E) upon request from Canada.

Cost for security screening - The program does not charge for its screening services. However, your organization must cover any costs needed to comply with the security requirements of a government contract. For example, these costs might include the purchase of file cabinets to safely store Secret documents. They might also include the fees charged by third-party service providers to take and submit fingerprints electronically.

#### SI09 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to IB18 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instruction AAFC / AAC5319, the Bidder must provide with its bid, a completed *Declaration Form*, to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

#### SI10 Certifications - Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### SI11 Rights of Canada

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.

#### SI12 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.

### SI13 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, 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. The resulting contract COVID-19 Vaccination Requirement Certification is found in the Bid and Acceptance form.

#### SI14 COVID-19 Vaccination Requirement Certification (Site Visit)

I, (first an	d last name)	, as the representative of
	name of business)	pursuant to
01B46-22-004 (insert solicitation number),	, warrant and certify that all person	nnel that will attend this
site visit on the business' behalf are:		

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) 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.

I certify that all personnel that will attend on behalf of

(name of business)	
have been notified of the vaccination requirements of the Government of Canada's COVID- Vaccination Policy for Supplier Personnel, and that the	19
(name of business)	

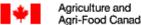
(name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature	Date(VVVV_MM_DD)

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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.



Appendix "C"

**BID AND ACCEPTANCE FORM** 

ينشر	Agriculture and
平	Agri-Food Canada

# BID AND ACCEPTANCE FORM CONSTRUCTION CONTRACT - MINOR WORKS

Solicitation / File Number:
01B46-22-004
Project: Home Farm Electric Power Infrastructure Upgrade
Contract:

MAIL OR DELIVER BID TO: BY EMAIL ONLY:			BID CLOSING TIME:				
DI EMA	IL ONLY .	Th	ursday	, March	31 , 2022		
aafc.escprocurement- cseapprovisionnement.aac@agr.gc.ca			of week	Month	Day Year		
cseapp	Tovisionnement.aacwagi.gc.ca	at	02:00 ○ AM (	PM (FDT)			
		at .		1 W (LD1).			
	<b>PTION OF WORKS:</b> arm Electric Power Infrastructure Upgra gs.	de. Please	refer to App	endix E - Stateme	nt of Work and		
INSTRUC	CTIONS TO BIDDERS:						
Bidders s	hall be governed by the following instructions:						
- SPECIA	L INSTRUCTIONS TO BIDDERS - Form AAFC / AAC5318-	·Ε					
- INSTRU	ICTIONS TO BIDDERS - Form AAFC / AAC5319-E						
The follow	wing additional documents form an attachment to this BID AI	ND ACCEPTAN	CE FORM:				
X List o	f Subcontractors						
× COVI	D-19 Vaccination Requirement Certification						
	OFFI	ER AND AG	REEMENT				
Agricu workm The Co	dersigned bidder (hereinafter called the "Contractor") hereby Iture and Agri-Food (hereinafter called "Canada"), to furnish nanlike manner all the work required under this contract for the ontractor agrees that these prices include all applicable proving (GST/HST/QST) as defined in the General Conditions in pri	all necessary land the consideration vincial sales taxes	bour, plant and ma	terial and to execute and c sum price or prices set for	omplete in a satisfactory and th in the Price Table below.		
		PRICE TAI	BLE				
Item	Class of Labour, Plant, or Material	Unit of Measurement	Estimated To Quantity	Price Per Unit	Estimated Total Price		
	Lump-Sum Amount	N/A	N/A	N/A			
	oth price per unit and estimated total price must be filled in for each in rices will be subject to verification by Canada. In case of variation be stal price, the price per unit will be considered to be the price bid.						
2 The C	ontractor shall perform and complete the Work on or be	efore 202	2-06-30 .				
	Contractor hereby acknowledges receipt of the following add			mber and date of each).			
	nda numbers:		Dates:	2. 2 2 2 2 2			
	Contractor agrees that this offer: supersedes and cancels all ompleted bid or any amendment incorporated by mutual agr						

5. The Contractor agrees, that the complete bid together with and subject to all the provisions contained herein shall, when accepted and executed on behalf of

- Canada, constitute a binding contract between the Contractor and Canada. 6. The following additional documents form an attachment to a binding contract:
  - 6.1 GENERAL CONDITIONS FOR MINOR WORKS Form AAFC / AAC5316-E

Agreement; is irrevocable for 30 days after the Bid Closing Time shown hereon.

6.2 Specifications



## **BID AND ACCEPTANCE FORM (Continued)**

6.3 Insurance Terms

CONTRACTOR	'S FULL BUSIN	ESS NAME (Please	print or typ	oe)						
CONTRACTOR	'S BUSINESS A	ADDRESS (for all pu	urposes of o	or incidental	to the contrac	et)				
Unit/Suite/Apt.	1	1				,			Street type	Street direction
PO Box or Route Number Municipality (City, 7			Town, etc.)						Province	Postal code
Telephone num	ber Ext.	Facsimile number		E-mail (opti	ional)				GST/HST nun	nber
Attested to and	Delivered on Be	ehalf of the Contract	or this	day of Mor	nth		, Year	· ·		
CONTRACTOR'S or, where applicable, SIGNING OFFICER'S SIGNATURE(S)			TITLE(S)	TITLE(S)			Ir W	In the presence of: WITNESS SIGNATURE(S)		
NOTE: Corpora	ate Firms shall a	affix their Corporate	Seal if applic	cable.						
(FOR DEPART	MENTAL USE (	ONLY)								
Accepted and E	Executed on Bel	nalf of Canada this	day of	f Month		Year				
SIGNATURE			TITLE				lr	n the presenc	e of: WITNESS SI	GNATURE
Bid opened in	Location	on	Day of wee	J.	- , <u>— — — — — — — — — — — — — — — — — — </u>		Day	, at Year		PM local time.
in the presence			Day of wee		World					

## **BID AND ACCEPTANCE FORM (Continued)**

## INTEGRITY PROVISIONS - LIST OF NAMES (complete if your bid exceeds \$10,000.00)

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

, ,						
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of he Bidder.						
Bidders bidding as sole proprietorship, as well as th	ose bidding as a joint venture, must provide the name	of the owner(s).				
Bidders bidding as societies, firms or partnerships d	o not need to provide lists of names.					

### **BID AND ACCEPTANCE FORM (Continued)**

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, 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.

#### **COVID-19 Vaccination Requirement Certification**

l,		_ (first and last name),	as the	representative of		(name of business) pursuant to
		_ (insert solicitation nur	nber),	warrant and certify that all pe	rsonnel that	
		_(name of business) w	ill provid	le on the resulting Contract who	o access federal governm	ent workplaces where they
may cor	ne into contact with public servan	ts will be:				
(a)	fully vaccinated against COVID	-19 with Health Canada	a-approv	ved COVID-19 vaccine(s); or		
(b)	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; or					
(c)	partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;					
until suc	h time that Canada indicates that	the vaccination require	ments o	of the COVID-19 Vaccination Po	olicy for Supplier Personn	el are no longer in effect.
I certify	that all personnel provided by			(name of business) I	nave been notified of the v	vaccination requirements
of the G	Sovernment of Canada's COVID-1	19 Vaccination Policy fo	r Suppli	er Personnel, and that the		(name of business)
has cert	ified to their compliance with this	requirement.				
certifica found to	that the information provided is tri tions provided to Canada are sub be untrue, whether made knowir e certifications. Failure to comply	ject to verification at all ngly or unknowingly, du	times. I	also understand that Canada v bid or contract period. Canada	vill declare a contractor in reserves the right to ask f	default, if a certification is or additional information to
Signati	ure					
Date			_			

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

# Appendix "D"

## GENERAL CONDITIONS FOR MINOR WORKS

#### **MINOR WORKS GENERAL CONDITIONS:**

GC1	GENERAL PROVISIONS		(2017-11-28)
GC2	ADMINISTRATION OF THE CONTRACT		(2016-01-28)
GC3	EXECUTION AND CONTROL OF THE WORK	R2830D	(2018-11-28)
GC4	PROTECTIVE MEASURES	R2840D	(2008-05-12)
GC5	TERMS OF PAYMENT	R2550D	(2019-11-28)
GC6	DELAYS AND CHANGES IN THE WORK	R2865D	(2019-05-30)
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	R2870D	(2018-06-21)
GC8	DISPUTE RESOLUTION	R2880D	(2019-11-28)
GC10	INSURANCE	R2900D	(2008-05-12)

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:

 $\underline{\text{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual}\\$ 

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Agriculture and Agri-Food Canada.





Appendix "E"

Scope of Work & Drawings

### Scope of Work

#### 1.0 General

- 1. The existing 4160 high voltage overhead system within the home farm area is being upgraded to 13,800 Volt system to align with the current Maritime Electric Company Ltd. (MECL) distribution system standards. The removal and disposal of all existing pad and pole mounted transformers and the supply and installation of all new pole mounted transformers will be undertaken by MECL under a separate contract. The secondary voltage work will be undertaken by the electrical contractor and shall be included as a part of this tender.
- 2. The successful contractor will be responsible for the supply, delivery, and installation of the new 800 ampere, 120/208 Volt 3 phase, 4 wire, electrical service to existing building #38. The work also includes the disconnection and electrical isolation of the existing electrical service from the existing pad mounted transformer that is being disconnected and removed.
- 3. All work will be undertaken while the existing facility is in operation and as such interruptions to the building electrical power will need to be carefully coordinated with the owner to insure minimal impact to the operation of the facility.
- 4. All work is to include any necessary cutting, trenching, backfilling, reinstatement and seeding.
- 5. As identified on the drawings all utility related work will be undertaken by Maritime Electric.
- 6. More specifically there is electrical work to be undertaken in two separate locations. A more detailed explanation of this work is as follows:

#### 2.0 Scope of Work - Buildings #60 & #64

1. Lower two conduit heads on the utility pole that serves building 60 and 64. The heads are too high and do not meet Canadian Electrical Code 2021(CEC). Coordinate this work with MECL.

#### 2.1 Scope of Work - Building #38

- 1. Electrical contractor will be required in coordination with MECL to oversee the removal of the existing pad mount transformer and service head. This contractor shall also remove and dispose of the existing 4160 high voltage cables from the existing riser pole to the existing pad transformer.
- 2. Supply and install a new secondary trench from existing pole #205359 to the existing electrical room. New trench to be installed as per existing MECL trench details and shall consist of 2 @ 93 mm Rigid PVC conduits and magnetic warning ribbon. See attached drawings. ESK-05.
- 3. Have local electrical inspection authority inspect trench prior to backfilling.
- 4. Supply and install a new 800 ampere fused service entrance rated disconnect switch and locate on the south wall of the existing main electrical room in the basement of the building.
- 5. Disconnect and remove the existing secondary bus bars from the existing pad mount transformer.
- 6. Provide 2 runs of 4 #600 MCM CU in 93 mm PVC from the new riser pole to the New main service switch and then 2 runs of 4 #600 MCM CU in 93mm EMT from the new switch to the existing building switchboard and connect to the incoming lugs.
- 7. Secondary conductors to be meggered and readings provided to AAFC Facility Manager to confirm there was no damage to the insulation during this project.

8. Contractor to take voltage readings after power has been restored to AAFC building 38 and provide readings to AAFC Facility Manager.

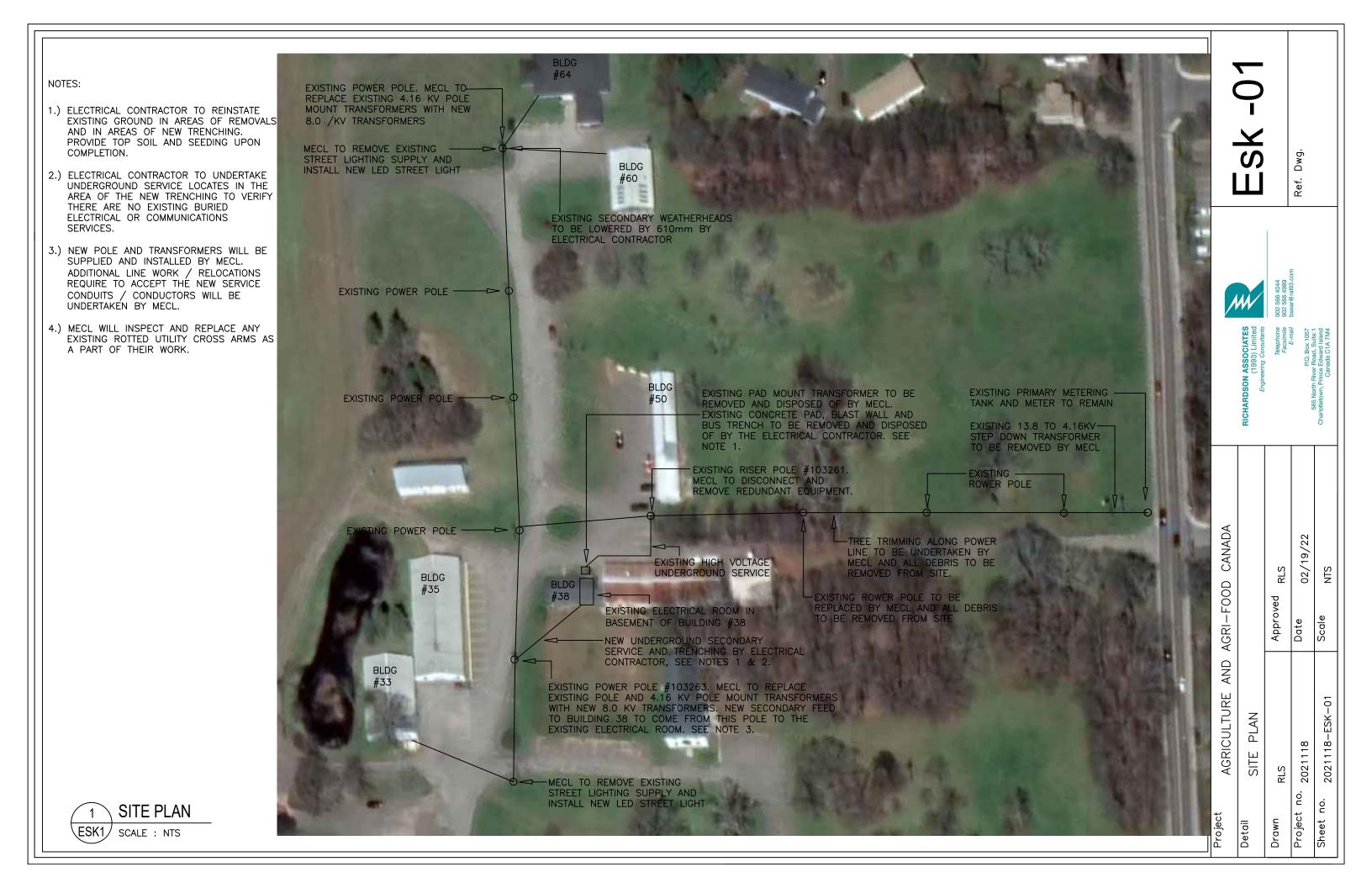
#### 3.0 Permits, Taxes and Regulations

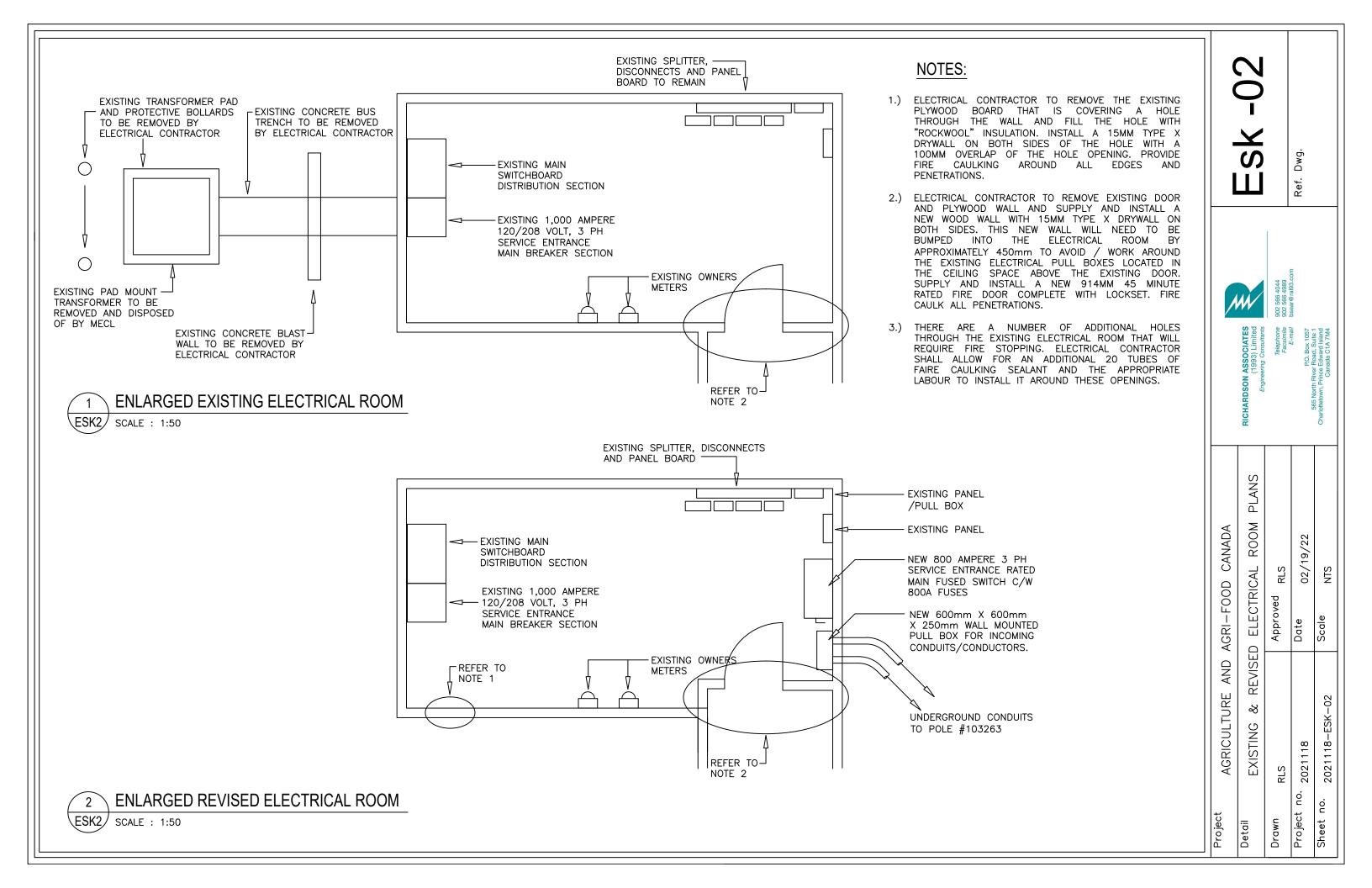
- 1. All permits and fees required for the proper completion and inspection of the work herein specified will be paid for by this Contractor.
- 2. In the absence of any provisions contained herein, the applicable Provincial Codes, or the latest edition of the National Building Code of Canada will govern.
- 3. Only CSA or UL certified equipment and materials to be used.
- 4. All work must follow the guidelines, safety rules, and regulations of the Workers Compensation Board, Provincial and Federal departments of Health and Safety

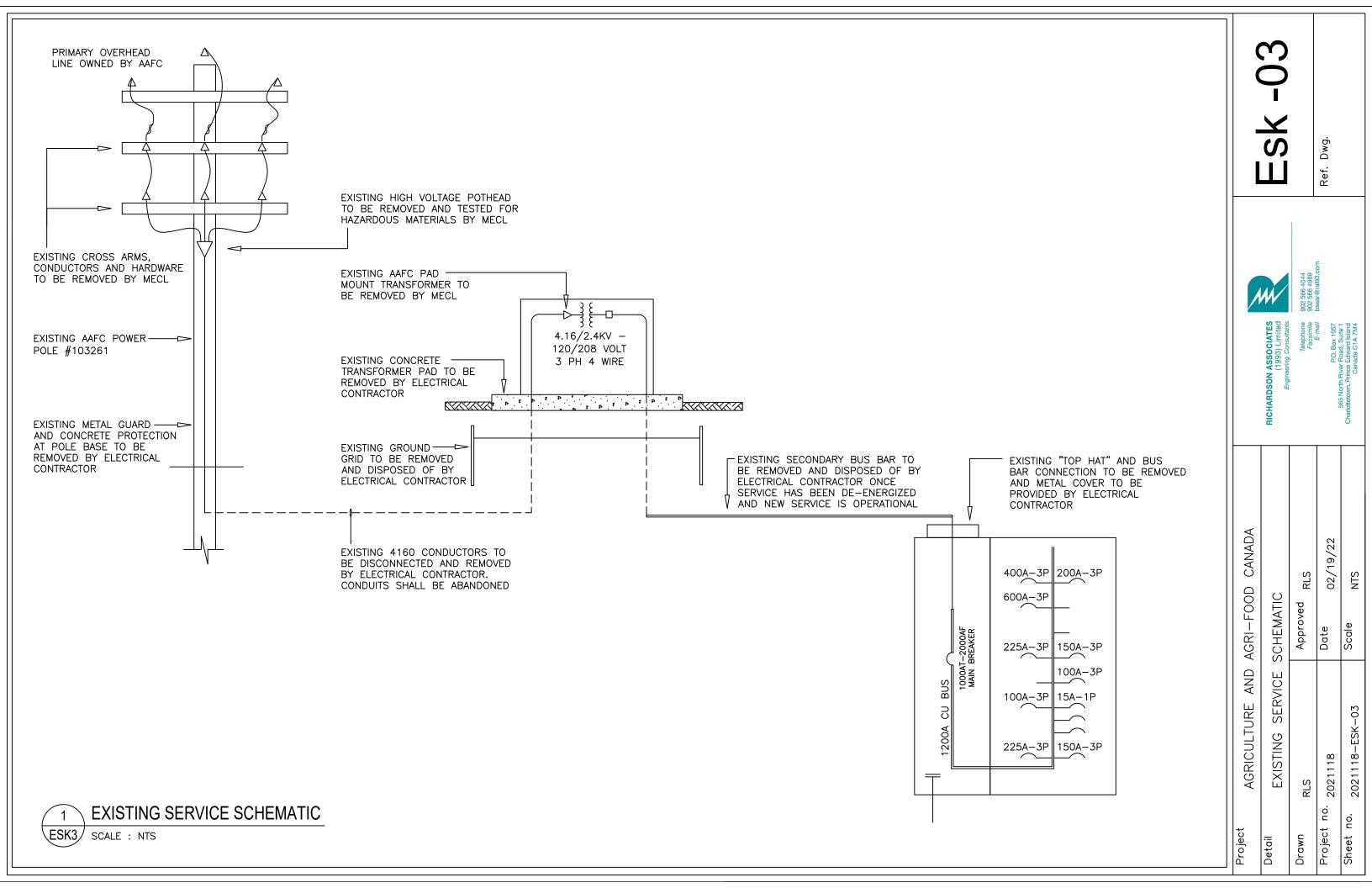
#### 4.0 Job Site Safety

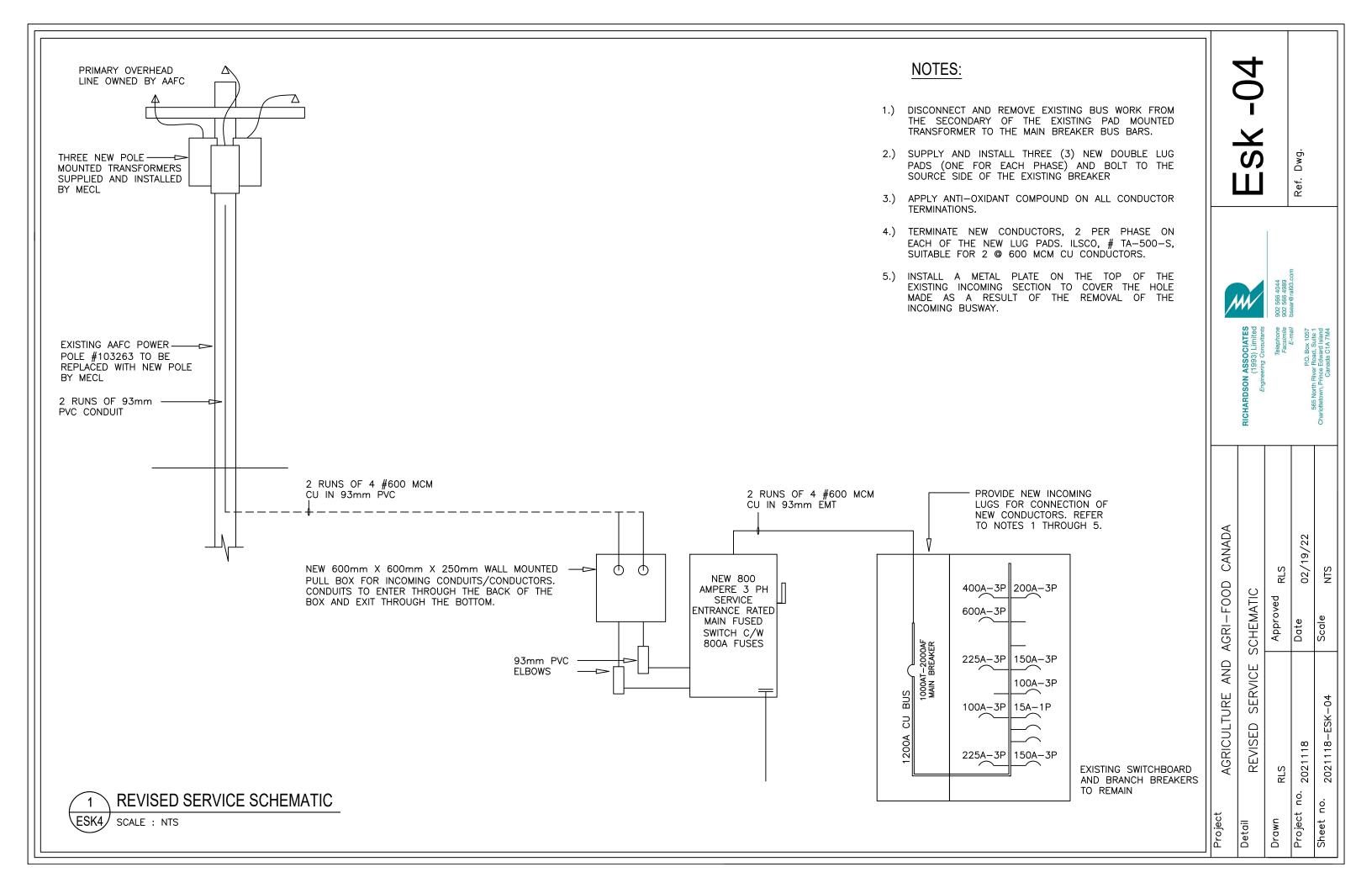
- 1. All contractor employees and or subcontractors shall supply to AAFC a copy of their Workplace Safety Guidelines / Manual prior to the commencement of work on site.
- 2. Fall protection is required when working three (3) meters or more above the nearest safe surface.
- 3. All electrical work will require a Lockout / Tagout permit from AAFC.
- 4. All hot work will require permit from AAFC. This includes welding, griding, etc.
- 5. Contractor to perform with the utmost regard for the safety and convenience of building occupants and users.
- 6. Provide temporary barriers and signage in and around construction area to prevent unauthorized entry.
- 7. Perform all work in accordance with the most recent edition of the Canadian Electrical Code of Canada as well as provincial amendments to the Code.
- 8. Contractor to follow current Public Health and AFFC COVID-19 Policies while on site.
- 9. Keep clean of any surplus materials and dispose of in an environmentally acceptable manner.
- 10. Provide schedule.
- 11. All work shall be coordinated with Facility Manager, five working days prior to starting project.
- 12. Construction to begin once the contract has been awarded and all paperwork is signed and successfully submitted to AAFC.
- 13. Contractors may store materials and park equipment on-site at their own risk in a location as determined by the Facility Manager.

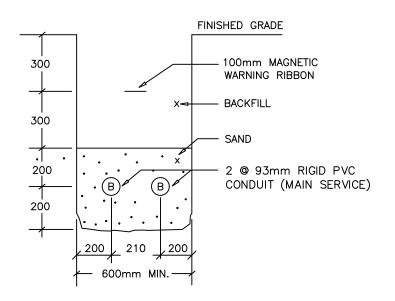
Order materials and equipment for installation and complete the work based on a date of completion of June 30, 2022.











# TRENCH DETAILS

SCALE : NTS

## NOTES:

- 1.) B = SECONDARY VOLTAGE DUCTS. SEE SERVICE SCHEMATIC.
- 2.) IF ADDITIONAL CONDUITS ARE REQUIRED, THE ADDITIONAL CONDUITS WILL BE INSTALLED BELOW THE INDICATED CONDUITS AND SPACED UNIFORMLY.
- 3.) BACKFILLING OF TRENCH IN LAYERS NOT EXCEEDING 300mm (MECHANICALLY TAMPED).
- 4.) EXCAVATED SOIL MAY BE USED FOR BACKFILL IF FREE FROM LARGE ROCKS AND DEBRIS.
- HIGH VOLTAGE WARNING RIBBON TO BE BURIED AT 300mm
- 6.) ALL DIMENSIONS ARE IN MILLIMETERS.
- 7.) ALL CONDUITS SHALL BE RIGID PVC. TYPE DB2 DUCT IS NOT ALLOWED.

5

D CANADA		RLS	02/19/22	
AGRI-FOO	SCHEMATIC	Approved	Date	ال المراد
AGRICULTURE AND AGRI-FOOD CANADA	REVISED SERVICE SCHEMATIC	ILS	021118	

2021118

RLS

Drawn

Project

Appendix "F"

**INSURANCE TERMS** 

#### **INSURANCE TERMS**

IN1 G	ENERAL
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IN1.1 Worker's Compensation

IN1.2 Indemnification

IN1.3 Proof of Insurance

IN1.4 Insured

IN1.5 Payment of Deductible

IN2 COMMERCIAL GENERAL LIABILITY

IN2.1 Scope of Policy

IN2.2 Period of Insurance

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

IN4 BUILDER'S RISK / INSTALLATION FLOATER

IN4.1 Scope of Policy

IN4.2 Amount of Insurance

IN4.3 Period of Insurance

IN4.4 Insurance Proceeds

#### IN1 GENERAL

#### IN1.1 Worker's Compensation

1) The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province or Territory where the work is being carried out.

#### IN1.2 Indemnification

1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

#### IN1.3 Proof of Insurance

- Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contactor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) In the event that the Contractor already possesses an insurance certificate clearly demonstrating that their insurance coverage meets IN2.1 Scope of Policy provisions, then the Contractor may deposit an original copy of this insurance certificate.
- 3) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

#### IN1.4 Insured

1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.



#### **INSURANCE TERMS (Continued)**

#### IN1.5 Payment of Deductible

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

#### IN2 COMMERCIAL GENERAL LIABILITY

#### IN2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$1,000,000.00;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$1,000,000.00; and
  - (c) a General Aggregate Limit of not less than \$2,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall 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 building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owed Automobile Policy.

#### IN2.2 Period of Insurance

1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF COMPLETION.

#### IN3 AUTOMOBILE INSURANCE

#### IN3.1 Scope of Policy

1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.

#### **INSURANCE TERMS (Continued)**

#### IN4 BUILDER'S RISK / INSTALLATION FLOATER

#### IN4.1 Scope of Policy

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
  - (a) Asbestos.
  - (b) Fungi or spores.
  - (c) Cyber.
  - (d) Terrorism.

#### IN4.2 Amount of Insurance

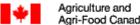
1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of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

#### IN4.3 Period of Insurance

1) Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the CERTIFICATE OF COMPLETION.

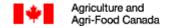
#### IN4.4 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 9.3 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



Appendix "G"

FORM A - SUBCONTRACTING



Signature

#### FORM A -SUBCONTRACTING / SOUS-TRAITANCE

If there is to be no subcontracting, proposer must confirm it on this form and sign.

Si aucun sous-traitant ne sera utilisé, l'offrant doit le confirmer sur ce formulaire et le signer.

#### **Contractor's list of subcontractors**

It is my/our intention to employ the following subcontractors whom I/we believe, following investigation, to be reliable and competent for the performance of the portion of services being subcontracted. All other services will be performed by me/us.

#### Liste des sous-traitants de L'entrepreneur

J'ai (nous avons) l'intention de faire appel aux sous-traitants suivants qui, je crois (nous croyons), après avoir effectué une enquête, sont dignes de confiance et compétents pour l'exécution des travaux sous-traités. Je (nous) assurerai tous les autres services.

Nom de l'entreprise / Name of company	Services donnés en sous-traitance/ Services to be subcontracted	Nombre d'années en association avec ce sous-traitant/Number of years that you are associated with that subcontractor	Nombre d'années d'expérience du sous-traitant dans ce domaine/Years of experience of subcontractor in the field	Portion du contrat (%) / Portion of the contract (%)
Je m'engage (nous nous el confier d'autres services en personnes ou à des société l'autorisation écrite du ministr	It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture			
Name	_	Position		

Date