

## INVITATION TO TENDER

**RETURN BIDS TO:**

**Bid Receiving / Agriculture and Agri-Food Canada**

Agriculture and Agri-Food Canada  
 Western Service Centre  
 300 - 2010 12th Avenue  
 Regina, Saskatchewan  
 S4P 0M3

**TENDER TO:**

**Agriculture and Agri-Food Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments

This bid solicitation cancels and supersedes previous bid solicitation number 465-1-6-C18 dated September 6, 2022 with a closing of September 27, 2022 at 2 pm CST.

Title Lethbridge Research and Development Centre - Lateral Move Irrigation System		
Solicitation No. 465-1-6-C18A		Date 2022-10-19
Client Reference No.		
File No. 465-1-6-C18A		
Solicitation Closes: Thursday, November 10, 2022, at 02:00 PM, CST.		
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Melissa Smith		
Title: Contracting Specialist		
Email: melissa.smith3@agr.gc.ca		
Telephone Number	Ext.	Fax Number
306 515-4796		306 780-5018
Destination Agriculture and Agri-Food Canada Lethbridge Research and Development Centre 5403 1st Avenue South Lethbridge, Alberta		

**Instructions: See Herein**

Delivery Required May 31, 2023	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature _____		Date _____

**ISSUING OFFICE**

Agriculture and Agri-Food Canada  
 Western Service Centre  
 300 - 2010 12th Avenue  
 Regina, Saskatchewan  
 S4P 0M3

## BID AND ACCEPTANCE FORM

### CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work The work generally consists of the supply of all plant, labour, services, materials and installation of a lateral move irrigation system, electrical connections between onsite power service and lateral, and piping/connections to the existing piping infrastructure for the Lethbridge Research and Development Centre, Lethbridge, Alberta.					
Solicitation Number 465-1-6-C18A			File / Project Number 465-1-6-C18A		
BA02 BUSINESS NAME AND ADDRESS OF BIDDER					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)		Province
Phone number		Fax number		Email address	
BA03 THE OFFER					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food 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 Taxes (GST/HST/QST). (to be expressed in numbers only)					
BA04 BID VALIDITY PERIOD					
1) The bid shall not be withdrawn for a period of <u>60</u> days following the date of solicitation closing.					
BA05 APPENDICES					
1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> Appendix 2 <input type="checkbox"/> COVID-19 Vaccination Requirement Certification					
BA06 ACCEPTANCE AND CONTRACT					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
BA07 CONSTRUCTION TIME					
1) The Contractor shall perform and complete the Work <u>on or before 2023-05-31</u>					
BA08 BID SECURITY					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

**BA09 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (type or print)	Name
	Title
	_____
	Signature _____ Date _____
	Name
	Title
_____	
Signature _____ Date _____	

**BA10 INTEGRITY PROVISIONS - LIST OF NAMES**

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 the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BID AND ACCEPTANCE FORM**  
CONSTRUCTION CONTRACT - MAJOR WORKS  
APPENDIX 2

**LIST OF SUBCONTRACTORS**

The Bidder will subcontract the parts of the work listed below to the subcontractor named for each part. The Bidder agrees not to make changes in the list of subcontractors without the written consent of the Departmental Representative. The Bidder understands that for each part of the work, if more than one subcontractor is named, or no subcontractor is named, or, the Bidder fails to state that the work will be done by its own forces where applicable, the bid will be subject to disqualification.

**LIST OF EQUIPMENT**

**LIST OF MATERIALS**

**Non-Mandatory Site Visit**

There will be a non-mandatory site visit on October 26 at 1:00 PM MDT. Interested bidders are to meet at the Lethbridge Research and Development Centre, 5403 1st Avenue South.

Bidders are requested to RSVP to:

Andy Pittman by Phone at 403-360-9377 or by email to [andrew.pittman@agr.gc.ca](mailto:andrew.pittman@agr.gc.ca) by Monday, October 24 at 12:00 PM MDT.

In accordance with federal health regulations, interested bidders must be symptom free and wear a three layer medical face mask where social distancing from others on site is not possible.

COVID-19 Check list for Contractors working in AAFC Buildings - successful bidder will be required to complete.

**BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.**

The only acceptable email address for responses to bid solicitations is [aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca](mailto:aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca](mailto:aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca) may not be accepted.

The maximum email file size that AAFC is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Non-Mandatory Site Visit
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funds
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Web Sites
SI10	Personnel Security Requirements
SI11	Certifications – Bid
SI12	Rights of Canada

### SI01 BID DOCUMENTS

- 1) The following are the bid documents:
  - (a) INVITATION TO TENDER - Page 1 form AAFC / AAC5323-E;
  - (b) SPECIAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5301-E;
  - (c) GENERAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5313-E;
  - (d) Clauses and Conditions identified in “CONTRACT DOCUMENTS”;
  - (e) Drawings and Specifications;
  - (f) BID AND ACCEPTANCE form AAFC / AAC5320-E and any Appendices attached thereto; 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.

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the INVITATION TO TENDER - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

## SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

### SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on  ,  ,  ,  at   AM  PM .

Interested bidders are to meet at:  
Lethbridge Research and Development Centre  
5403 1st Avenue South

### SI04 REVISION OF BID

- 1) A bid may be revised by letter, facsimile or e-mail in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS.   
Email address: [aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca](mailto:aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca)

### SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by   .

### SI06 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:
- cancel the solicitation; or
  - obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

### SI07 BID VALIDITY PERIOD

- 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.
- If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
  - continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - cancel the invitation to bid.
- The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.

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

### **SI08 CONSTRUCTION DOCUMENTS**

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two ( 2 ), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

### **SI09 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>

Canadian economic sanctions

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

### **SI10 PERSONNEL SECURITY REQUIREMENTS**

- 1) 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:
  - Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC.

### **SI11 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.

### **SI12 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.



## GENERAL INSTRUCTIONS TO BIDDERS

- [GI01](#) Completion of Bid
- [GI02](#) Identity or Legal Capacity of the Bidder
- [GI03](#) Applicable Taxes
- [GI04](#) Capital Development and Redevelopment Charges
- [GI05](#) Registry and Pre-qualification of Floating Plant
- [GI06](#) Listing of Subcontractors and Suppliers
- [GI07](#) Bid Security Requirements
- [GI08](#) Submission of Bid
- [GI09](#) Revision of Bid
- [GI10](#) Rejection of Bid
- [GI11](#) Bid Costs
- [GI12](#) Compliance with Applicable Laws
- [GI13](#) Approval of Alternative Materials
- [GI14](#) Conflict of Interest – Unfair Advantage
- [GI15](#) Integrity Provisions – Bid
- [GI16](#) Code of Conduct for Procurement – Bid

### **GI01 COMPLETION OF BID**

- 1) The bid shall be:
  - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC with the bid package 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
    - (i) bid security as specified in GI07; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI10, 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. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **GI02 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.

### **GI03 APPLICABLE TAXES**

- 1) "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

### **GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES 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.

### **GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT**

- 1) 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.

### **GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

- 1) Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder 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 shall result in the disqualification of its bid.

### **GI07 BID SECURITY REQUIREMENTS**

- 1) The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.00.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 2) A bid bond shall be in an approved form <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appS>, properly completed, with original signature(s) and issued by an approved 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](#).
- 3) A security deposit shall be an original, properly completed, signed where required and be either:
  - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada;
- 4) For the purposes of subparagraph 3) (a) of GI07
  - (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI07, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is:
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
    - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GI07 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 6) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI07 shall
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600; pursuant to the ICC UCP; a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following:
  - (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
  - (d) the receipt of contract security, for the successful Bidder; or
  - (e) the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8) of GI07 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **G108 SUBMISSION OF BID**

- 1) The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the INVITATION TO TENDER 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 Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

### **G109 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 solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder;
- 2) A revision to a bid that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) 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).

### **G110 REJECTION 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 G110, 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

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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 or 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) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (e) 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;
  - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (g) with respect to current or prior transactions with Canada
    - (i) 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
    - (ii) 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)(g)(ii) of GI10, 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 GI10, 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

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

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) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI10, other than subparagraph 2)(g) of IT10, the contracting authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before 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.

### **GI11 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.

### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

- 1) 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 GI12, 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.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the bid.

### **GI13 APPROVAL OF ALTERNATIVE MATERIALS**

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date.

### **GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### G115 INTEGRITY PROVISIONS - BID

- 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](#).
- 2) 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.
- 3) 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](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. 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 [Declaration form for procurement](#).
  - 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 - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration form for procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

### **G116 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.



## INSURANCE TERMS

### IN1    GENERAL

- 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

## 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

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor 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.

### IN1.5    Payment of Deductible

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

## **INSURANCE TERMS (Continued)**

### **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 \$5,000,000.00 ;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00 ; and
  - (c) a General Aggregate Limit of not less than \$10,000,000.00 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 SUBSTANTIAL PERFORMANCE.

### **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.



**MAJOR WORKS GENERAL CONDITIONS :**

GC1	GENERAL PROVISIONS	R2810D (2017-11-28)
GC2	ADMINISTRATION OF THE CONTRACT	R2820D (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	R2850D (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)
GC9	CONTRACT SECURITY	R2890D (2018-06-21)
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:

<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.



## MAJOR WORKS - CONTRACT DOCUMENTS

### SC01 CONTRACT DOCUMENTS

- 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) AAFC General Conditions form AAFC / AAC5321-E:
    - (i) GC1 General Provisions
    - (ii) GC2 Administration of the Contract
    - (iii) GC3 Execution and Control of the Work
    - (iv) GC4 Protective Measures
    - (v) GC5 Terms of Payment
    - (vi) GC6 Delays and Changes in the Work
    - (vii) GC7 Default, Suspension or Termination of Contract
    - (viii) GC8 Dispute Resolution
    - (ix) GC9 Contract Security
    - (x) GC10 Insurance
  - (e) Supplementary Conditions, if any;
  - (f) Insurance Terms form AAFC / AAC5315-E;
  - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

### SC02 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.

## BID BOND

**BOND NUMBER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,  
hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

for \_\_\_\_\_

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.

## COVID-19 Check List and Acknowledgement for Contractors Working at AAFC Facilities

For the purposes of this document, the term Contractor will mean contractor, sub-contractor, consultants and sub-consultants. Contractors are responsible to ensure that all their hired sub-contractors also adhere to the requirements of this document.

Signed acknowledgement, with contact information, must be provided by all persons requiring access to AAFC facilities.

Prior to beginning contracted work in an AAFC building, Contractors are to submit signed confirmation that they and their hired subcontractors agree to the following. Prior to accessing AAFC building interiors, Contractors will hold a orientation meeting (tele or video conference) with AAFC Representative re-confirming and addressing any concerns with the following:

- Contractor(s) will follow **Canadian Construction Association's COVID-19 – Standardized Protocols for All Canadian Construction Sites**. (<https://www.cca-acc.com/covid-19-resources/>)
- All contractor personnel will complete Government of Canada's online **COVID-19 Symptom Self Assessment Tool** each day prior to work shift and will not come to AAFC site if Tool advises or recommends to self-isolate, stay at home or seek medical attention. (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>)
- Advise AAFC Representative as soon as possible if any of Contractor's personnel who have worked in an AAFC building begin to exhibit COVID-19-like symptoms.
- Advise AAFC Representative if any personnel will be travelling from outside the zone of work.
- All contractor and hired sub-contract personnel will follow local, provincial and federal public health guidance and requirements including that of **Public Health Agency of Canada (PHAC) for Coronavirus disease (COVID-19): Prevention and risk**. (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink>)
- While on AAFC property, all Contractor and sub-contractors will comply to all posted signage, including room and elevator occupancy limits, in AAFC buildings, or advise AAFC Representative immediately if unable to comply.
- Access/egress and material delivery door(s) for worksite determined and communicated.

- Daily shift or specific occupancy times, including names of personnel to be on site (can be provided in intervals for longer projects).
- Construction or work zone limits.
- Use of site: washrooms, drinking water, parking location, garbage and recycling disposal.
- Masks (minimum 2 layer with filter or three layer) will be worn by all personnel involved (AAFC and Contractor) unless alone in a fixed workspace.
- Work area cleaning – ensure that workspace and equipment touchpoints are cleaned upon entry and exit (AAFC Representative to provide products to use).
- Contractors are to submit signed confirmation that they understand and will follow requirements set out in the **COVID-19 Check List for Contractors Working in AAFC Buildings**.

These above mentioned requirements will be complied while conducting work in AAFC buildings for the duration of the contract.

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Signature of Contractor Representative

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Print name

Contact (phone #)

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Company Name