

RETURN BIDS to: RETOURNER LES SOUMISSIONS à	Title / Titre						
	Paramount Building 25-Supply and Install	Pallet Racking					
Bid Receiving/Réception des soumissions	Solicitation No. / Nº de l'invitation 30004672	Date March 21, 2024					
Procurement Hub   Centre d'approvisionnement							
200 Kent Street   200 rue Kent	Client Reference No. / No. de référence	du client(e)					
Ottawa, ON, K1A 0E6	30004672						
For documents sent by mail please notify the contracting authority via email (DFO.tenders-	Solicitation Closes / L'invitation prend	fin					
soumissions.MPO@dfo-mpo.gc.ca) that you re	<b>At /à :</b> 14 :00						
submitting a document by mail.	EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est)						
	<b>On / le :</b> April 10, 2024						
Email : <u>DFO.tenders-soumissions.MPO@dfo-</u>	F.O.B. / F.A.B.						
mpo.gc.ca AND	Destination						
Paul.Fortier@dfo-mpo.gc.ca	Address Inquiries to : / Adresser toute of Paul Fortier, Contracting Specialist	demande de renseignements à :					
Bid documents and bid security received by	Telephone No. – No. De téléphone : 343	8-596-9926					
fax will not be accepted.	Email / Courriel: Paul.Fortier@dfo-mpo.	<u>gc.ca</u>					
INVITATION TO TENDER APPEL D'OFFRES	C.c.: DFO.tenders-soumissions.MPO@df	<u>o-mpo.gc.ca</u>					
	Destination of Goods, Services, and Co	onstruction / Destination des biens,					
Proposal to: Fisheries and Oceans Canada	services, et construction 12740 Trites Road, Richmond, BC						
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and							
conditions set out herein, referred to herein or	TO BE COMPLETED BY TH	HE BIDDER (type of print)					
attached hereto, the goods, services, and							
construction listed herein and on any attached	A ÊTRE COMPLÉTER PAR LE SOU	IMISSIONAIRE (taper ou écrire en					
sheets at the price(s) set out therefor.	caractères d'i	mprimerie)					
Proposition à : Pêches et Océans Canada	Vendor Name, Address and Representa	ative / Nom du vendeur, adresse et					
Nous offrons par la présente de vendre à Sa	représentant du fournisseur/de l'entrep						
Majesté le Roi du chef du Canada, aux conditions							
énoncées ou incluses par référence dans la							
présente et aux appendices ci-jointes, les biens,							
les services, et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).	Telephone No. / No. de téléphone						
	Name and title of person authorized to						
	print) / Nom et titre de la personne auto fournisseur (taper ou écrire en caractèr						
	Signature	Date					

#### INVITATION TO TENDER

## Paramount Building 25-Supply and Install Pallet Racking Richmond, BC.

#### IMPORTANT NOTICES TO BIDDERS

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> are to be replaced with Fisheries and Oceans Canada (DFO).

#### LISTING OF SUBCONTRACTORS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See <u>SI15</u> of the Special Instructions.

#### INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions – Bid. Refer to section <u>GI01</u> of the General Instructions.

#### **BID SUBMITTAL**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the ITT. Emails with links to bid documents will **not** be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

#### **TECHNICAL DIFFICULTIES OF BID TRANSMISSION**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### COMPLETENESS OF THE BID

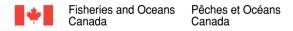
After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.



#### COMPLETENESS OF THE BID CHECKLIST

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



#### TABLE OF CONTENTS

#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 No Site Visit
- SI05 Revision of Bid
- SI06 Opening of Bids
- SI07 Bid Results
- SI08 Office of the Procurement Ombudsman (OPO)
- SI09 Insufficient Funding
- SI10 Bid Validity Period
- SI11 Rights of Canada
- SI12 Industrial Security Related Requirement
- SI13 Integrity Provisions Bid Requirements
- SI14 Listing of Subcontractors
- SI15 Procurement Strategy for Indigenous Business
- SI16 Web Sites

## GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - R2710T (2022-12-01)

The following GI's are included by reference and are available at the following Web Site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/25</u>

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest Unfair Advantage
- GI18 Code of Conduct for Procurement Bid

#### CONTRACT DOCUMENTS (CD)

#### SUPPLEMENTARY CONDITIONS (SC)

- SC01 Industrial Security Requirement for Canadian Contractors
- SC02 Insurance Terms

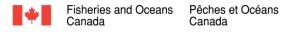
#### BID AND ACCEPTANCE FORM (BA)

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Electronic Payment of Invoices
- BA09 Signature

#### LIST OF ANNEXES AND APPENDICES:

APPENDIX 1 - COMBINED PRICE FORM APPENDIX 2 - INTEGRITY PROVISIONS APPENDIX 3 - LISTING OF SUBCONTRACTORS

ANNEX A - SECURITY REQUIREMENTS CHECK LIST (SRCL) ANNEX B - CERTIFICATE OF INSURANCE ANNEX C - SPECIFICATIONS ANNEX D - DRAWINGS, PLANS, PHOTOS, OTHERS



#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SI01 INTRODUCTION

- 1. Fisheries and Oceans Canada (DFO) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- Bidders responding to this ITT are requested to submit a full and complete quotation. Refer to <u>GI09</u> 'Submission of Bid'.
- 3. Point 1 of Article GI09 of <u>R2710T</u> (2022-12-01) is replaced by the following:

The Bid and Acceptance Form, duly completed, and the bid security shall be submitted to the email address(es) designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

#### SI02 BID DOCUMENTS

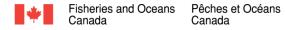
- 1. The following are the Bid Documents:
  - a. Invitation to Tender Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions Construction Services Bid Security Requirements R2710T (2021-04-01);
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendices; 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.

- General Instructions Construction Services Bid Security Requirements <u>R2710T</u> (2022-12-01) are incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The <u>SACC Manual</u> is available on the PWGSC Web site.
- Bid documents and bid security must be submitted by email or mail to the address(es) and by the time indicated on the cover page. Documents received by fax will not be accepted. Bid Security must be submitted as per GI08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.

#### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 - Approval of alternative materials of <u>R2710T</u> (2022-12-01), General Instructions - Construction Services - Bid Security Requirements, enquiries should be received no later than Seven (7) business 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 will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.



#### SI04 NO SITE VISIT

No site visit is required for this project

#### SI05 REVISION OF BID

- 1. Article GI10 of <u>R2710T</u> (2022-12-01) is replaced by the following;
- 2. A bid submitted in accordance with these instructions may be revised by letter 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. It shall be attached to an email as a new PDF document with the following information clearly indicated:
  - a. **REVISED "BID AND ACCEPTANCE FORM" DATED** \_\_\_\_\_(insert date of original bid submitted to DFO);
  - b. Solicitation Number;
  - c. Be on the Bidder's letterhead or bear a signature that identifies the Bidder;
  - d. 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
  - e. 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.
- 3. A letter submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
- 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).

#### SI06 OPENING OF BIDS

There will be no public opening of bids.

#### SI07 BID RESULTS

Bid received will be registered on DFO "Bid Register" form and the Unofficial Bid Result will be emailed to all bidders that were listed on the Bid Register. The Bid Register will provide the following information:

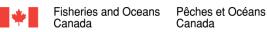
- a. Name of the Bidder
- b. Date and time bid was received from the Bidder
- c. Bidder bid amount

#### SI08 Office of the Procurement Ombudsman clauses (OPO)

#### Dispute Resolution (i.e. "mediation") clause,

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.

#### Review of Complaint clause re: contract "award",



The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### Review of complaint clause re: contract "administration",

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### SI09 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:

- a. cancel the solicitation;
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### SI10 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1 above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1 above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 Rejection of Bid of <u>R2710T</u> (2022-12-01).

#### SI11 RIGHTS OF CANADA

- 1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;



- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada: and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

#### SI12 **INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE**

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to section SC01 of the Supplementary Conditions included herein).

- 1. At bid closing, the Bidder must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
- 3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
- 4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to 5. allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6. For additional information on security requirements, bidders should refer to the Contract Security Program of Public Works and Government Services Canada website.

#### SI13 INTEGRITY PROVISIONS BID REQUIREMENTS

#### 1. LIST OF NAMES FOR INTEGRITY VERIFICATION FORM (TO BE COMPLETED FOR ALL BID SUBMISSIONS)

In accordance with the Ineligibility and Suspension Policy, section 17 requires suppliers, regardless of their status under the policy provide the following information when bidding, contracting or entering into a real property agreement. Bidders must provide the required documentation, as applicable, to be given further consideration in the procurement process:

A list of names for integrity verification.

The list required differs according to the bidder or the bidder's organizational structure:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of 0 the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or

suppliers that are a partnership do not need to provide a list of names. 0

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disgualified for award of a contract or real property agreement.

Please refer to Information Bulletin: Required information to submit a bid or offer for additional details. To submit required information, Bidders may use the form titled Integrity Regime Verification, found in Appendix 2.

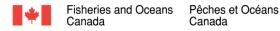
#### 2. INTEGRITY DECLARATION FORM (TO BE COMPLETED ONLY WHEN CERTAIN CONDITIONS APPLY)

The bidder must submit with its bid an Integrity Declaration Form only when the following is applicable. If so, he must sign section 2 of Appendix 2.

- a) The supplier must submit a completed Integrity Declaration Form to disclose any information pertaining to any criminal charge or conviction in the past three years of a Canadian offence listed in section 6 of the Ineligibility and Suspension Policy (the "policy") or similar foreign offence listed in section 7 of the Policy.
- b) The supplier must submit a completed Integrity Declaration Form if the supplier cannot provide certification to all of the Integrity provisions requirements listed below. By submitting a bid or offer in response to a bid solicitation or real property transaction, the supplier is certifying the following :
  - 1. It has read and understands the *Ineligibility and Suspension Policy*;
  - 2. 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;
  - 3. It is aware that Canada may request additional information, certifications, and validations from the [Offeror] or a third party for purposes of making a determination of ineligibility or suspension;
  - 4. It has provided with its [bid/offer] 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;
  - 5. 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
  - 6. It is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

The completed Integrity Declaration Form must be submitted with its bid/offer. The completed form must be placed in a sealed envelope labeled "Protected B", and addressed to:

Integrity Regime **Departmental Oversight Branch** Public Works and Government Services Canada L'Esplanade Laurier, West Tower 300 Laurier Avenue West Floor 10. Room 10149 Ottawa, ON K1A 0R5 Canada



#### SI14 LISTING OF SUBCONTRACTORS

R2710T, GI07 has been amended to the following.

#### GI07 (2015-02-25) Listing of Subcontractors

The Bidder must submit the names of Subcontractors for the part or parts of the Work listed. See <u>Appendix 3</u>. Failure to do so will result in the disqualification of its bid.

#### SI15 PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS

#### SI16 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:

CanadaBuys Homepage | CanadaBuys

Canadian economic sanctions <u>https://www.international.gc.ca/world-monde/international\_relations-</u> relations\_internationales/sanctions/index.aspx?lang=eng

Standard Acquisition Clauses and Conditions (SACC Manual) https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all

PWGSC, Security requirements for contracting with the Government of Canada https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html

PWGSC, Code of Conduct for Procurement https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html

Integrity Verification Form: https://www.tpsgc-pwgsc.gc.ca/ci-if/In-form-eng.html

Integrity Declaration Form https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html

Trade agreements Trade agreements | CanadaBuys

Surety Association of Canada <a href="https://www.suretycanada.com/">https://www.suretycanada.com/</a>



#### **CONTRACT DOCUMENTS (CD)**

Canada

- 1. The following are the Contract Documents:
  - Acceptance By Fisheries and Oceans Canada (Contract) when signed by Canada:
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses:

<ul> <li>GC1 - General provisions – Construction services</li> <li>GC2 - Administration of the Contract - Construction Services</li> <li>GC3 - Execution and control of the work</li> <li>GC4 - Protective Measures</li> <li>GC5 - Terms of Payment &gt;100K - Construction Services</li> <li>GC6 - Delays and Changes in the Work – Construction Services</li> <li>GC7 - Default, Suspension or Termination of Contract</li> <li>GC8 - Dispute Resolution - 100K to 5M - Construction Services</li> <li>GC8 - Dispute Resolution - &gt;5M – Construction Services</li> <li>GC8 - Dispute Resolution - &lt;100K – Construction Services</li> </ul>	R2810D R2820D R2830D R2840D R2850D R2865D R2870D R2880D R2882D R2884D	(2022-12-01); (2016-01-28); (2019-11-28); (2008-05-12); (2019-11-28); (2019-05-30); (2018-06-21); (2019-11-28); (2019-11-28); (2016-01-28);
		· · · ·
GC9 - Contract Security GC10 - Insurance	<u>R2890D</u> R2900D	(2022-12-01); (2008-05-12);
GC6.4.1 - Allowable Costs for Contract Changes Under General Condition	R2950D	(2015-02-25);

- e. Supplementary Conditions;
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closina:
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 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-quidelines/standard-acquisition-clauses-and-conditions-manual.

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) are to be replaced with Fisheries and Oceans Canada (DFO).

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

#### SUPPLEMENTARY CONDITIONS (SC)

#### SC01 INDUSTRIALSECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have • access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels



- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s)
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement)

#### SC02 INSURANCE TERMS

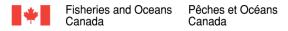
Canada

- **Insurance Contracts** 1.
  - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- Period of Insurance 2.
  - a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
  - b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- Proof of Insurance 3.
  - Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the a. Contractor must deposit with Canada a Certificate of Insurance on the form attached herein titled Certificate of Insurance, Annex A.
  - Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of b. insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- **Insurance Proceeds** 4.

In the event of a claim, the Contractor must, without delay, take measures and sign the documents that are necessary to effect payment of the amount that is due.

5. Deductible

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



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

#### BA01 IDENTIFICATION

Paramount Building 25-Supply and Install Pallet Racking, Richmond, BC

#### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Legal Name:								
Operating Name	(if any):							
Address:								
-								
Telephone:	Fax:	PBN:						
Email address: _								
Industrial Securi	ty Program Organisation Number (ISP ORG#): _							
Organizational	nal Structure: (when required)							
Corporate I	Entity Privately Owned Corporation	Sole Proprietor Joint Venture						

#### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN** <u>APPENDIX 1</u>.

#### BA04 BID VALIDITY PERIOD

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

#### BA05 ACCEPTANCE AND CONTRACT

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

#### **BA06 CONSTRUCTION TIME**

The Contractor must perform and complete all Work by October 31, 2024. See specifications for the project milestones.

#### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of <u>R2710T</u> (2022-12-01), General Instructions – Construction Services – Bid Security Requirements.

#### BA08 ELECTRONIC PAYMENT OF INVOICES

Although electronic payment is the preferred method of payment, the Bidder is not obligated to accept payment by Electronic Payment Instruments.



The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Acquisition Card; or
- b) Direct Deposit (Domestic and International);

If you are the successful bidder on this or any other DFO requirement, you are encouraged to register with DFO for direct deposit. Contact DFO Corporate Accounting by e-mail: <u>DFO.invoicing-facturation.MPO@canada.ca</u> to receive a form titled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Invoices submitted shall be paid in accordance with the General Conditions and <u>clause GC5, Terms of</u> <u>Payment</u>.

#### **BA09 SIGNATURE**

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

Signature

Date



#### **APPENDIX 1 - COMBINED PRICE FORM**

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

#### UNIT PRICE TABLE

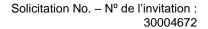
The Unit Price Table designates Work to which a Unit Price Arrangement applies.

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

ltem	Class of Labour, Plant or Material	Unit of Measurement (EQ)		Price Per Unit (PU)	Extended Amount (EQ x PU) GST/HST Extra			
1	Supply and Install Selective Pallet Racking Standard Adjustable	Per Bay	100					
2	Engineering	Lump Sum	1					

For evaluation purposes, the bidder must complete the table below using the pricing information provided above.

Description	Extended amount Applicable taxes extra
TOTAL UNIT PRICE BID AMOUNT Excluding applicable taxes	
TOTAL BID AMOUNT (FOR EVALUATION PURPOSES)	



#### **APPENDIX 2 – INTEGRITY REGIME VERIFICATION**

#### 1. LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Canada

Section 17 of the Ineligibility and Suspension Policy requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete • list of the names of all current directors
- Privately owned corporations must provide a list of the owners' names •
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether • incorporated or not, must provide a complete list of the names of all owners
- Suppliers that are a partnership do not need to provide a list of names •

Suppliers may use this form to provide the list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disgualified for award of a contract or real property agreement. Please refer to Information Bulletin: information to submit a bid or offer for additional details.

#### Supplier information

Supplier's legal name:
Organizational structure:
Corporate entity
Privately owned corporation
□ Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:

Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm- dd):



### List of names

Name	Title

#### Declaration

I, (name)\_\_\_\_\_, (position)\_\_\_\_\_, of (supplier's name)\_\_declare that the information provided in this Form is, to the

best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.



Signature Please include with your bid or offer.

# 2. INTEGRITY DECLARATION FORM (TO BE COMPLETED ONLY WHEN CERTAIN CONDITIONS APPLY, SEE <u>SI14</u> POINT 2)

If bidder submitted an Integrity Declaration Form with the bid as detailed in section <u>SI14</u> please complete the following:

Integrity Declaration Form was submitted with bid \_\_\_\_\_\_

(provide detail, such as email date, etc.)



#### **APPENDIX 3 – LISTING OF SUBCONTRACTORS**

- In accordance with section GI07 Listing of Subcontractors and Suppliers of <u>R2710T</u> (2022-12-01) General Instructions -Construction Services – Bid Security Requirements the Bidder must provide a list of Subcontractors with their Bid.
  - a) list the sub-contractors for specific divisions of work identified in the below chart and the estimated value of work.

	Subcontractor	Division	Sub-Trade Category	Estimated Value of work
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



Contract Number / Numéro du contrat

### ANNEX A- SECURITY REQUIREMENTS CHECK LIST (SRCL)

	Government	Gouvernement			Contract Number / Numéro du con	trat					
	of Canada	du Canada		3000467	2						
				0000401							
			Security Classification / Classification de sécurité UNCLASSIFIED								
		SE	CURITY REQUIREMEN	TS CHECK I	LIST (SRCL)						
	L	JSTE DE VÉRIFIC	ATION DES EXIGENCE	S RELATIVE	S À LA SÉCURITÉ (LVERS)						
PART A - CO	NTRACT INFORM	ATION L PARTIE A -	INFORMATION CONTRAC	TUELLE							
<ol> <li>Originating</li> </ol>	Government Depa	rtment or Organizatio	<sup>on /</sup> Fisheries and Ocean		2. Branch or Directorate / Direction gén	érale ou E	Direction				
		rnemental d'origine		is canada	Small Craft Harbours						
<ol><li>a) Subcontr</li></ol>	act Number / Num	éro du contrat de sou	us-traitance 3. b) Na	me and Addres	ss of Subcontractor / Nom et adresse du	sous-trait	lant				
A Delet Deser	allow of this do 1 fb-3										
		ve description du tra									
Supply ar	nd Install Palle	t Racks for Stev	eston Paramount buil	ding 25							
		ess to Controlled Go				121	No Yes				
		es à des marchandise				4	Non 📖 Oui				
5. b) Will the s	upplier require acc	cess to unclassified m	niitary technical data subject	t to the provision	ons of the Technical Data Control	V	No Yes				
Regulatio	xns?						Non 🛄 Oui				
Le tourne	sseur aura-t-il acci trôle des données	ts a des données lec	finiques militaires non class	fiées qui sont :	assujetties aux dispositions du Réglemen	建					
6 Indicate the	to de des connees	quired / Indiguer le ty	na d'arcès ranuis	-							
		,									
6. a) Will the s	upplier and its emp	ployees require acces	ss to PROTECTED and/or C	CLASSIFIED in	formation or assets?		No Yes				
(Specify )	sseur arnsi que les	using the chart in Qu	acces a des renseignement	s ou a des bier	ns PROTÉGÉS el/ou CLASSIFIÉS?		Non 🛄 Oui				
(Préciser	le niveau d'accès	en utilisant le tableau	a qui se trouve à la question	7 0							
6. b) Will the s	upplier and its emp	ployees (e.g. deaner	a, maintenance personnel) r	equire access	to restricted access areas? No access to		No Yes				
PROTEC	TED and/or CLAS	SIFIED information o	r assets is permitted.			- 1º 1	Non Oui				
Le fourni	sseur et ses emplo	yés (p. ex. nettoyeur	s, personnel d'entretien) au	ront-ils accès à	des zones d'accès restreintes? L'accès						
à des ren	seignements ou à	des biens PROTEGE	ES et/ou CLASSIFIES n'est	pas autorisé.							
6. c) is this a c	commercial couner	or delivery requirem	ent with no overnight storag on commerciale sans entrep	e?			No Yes				
				-			Non 🛄 Oui				
7. a) Indicate t	he type of information	tion that the supplier	will be required to access /	indiquer le type	d'information auquel le fournisseur devr	a avoir ac	ocès				
	Canada		NATO / OTAN	· 🗆 -	Foreign / Étrange	» 🗖					
7. b) Release	restrictions / Restri	ctions relatives à la d	littusion								
No release re			AI NATO countries		No release restrictions						
Aucune restr	iction relative		Tous les pays de l'OTAN		Aucune restriction relative						
à la diffusion		_			à la diffusion		)				
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Specify coun	try(ies): / Préciser	le(s) pays :	Specify country(ies): / Pré-	ciser le(s) pays	Specify country(ies): / Préc	iser le/s)	navs :				
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TBS/SCT 350-103(2004/12)

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<b> +</b>	Government of Canada	Gouvernement du Canada	ſ	Contract Number / Numéro du contrat									
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					01402/4331/1								
	tinued) / PARTIE /												
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9. Will the sup	plier require acces		: ive INFOSEC information or Is ou à des biens INFOSEC d		licate?	No Yes Non Oui							
Document	Number / Numéro												
			PERSONNEL (FOURNISSEU veau de contrôle de la sécuri										
	-			0									
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	Special commen Commentaires s												
	NOTE: If m the	iousis of screaning a	re identified, a Security Classif	instian Guide must be non	ided								
10, b) May un	REMARQUE : S		e contrôle de sécurité sont re			é doit être fourni.							
Du pen	sonnel sans autoris	ation sécuritaire peu	t-il se voir confier des parties	du travail?		Non Oui							
		rsonnel be escorted? onnel en question ser				No Yes Non WOui							
		PLIER) / PARTIE C · RENSEIGNEMENT	MESURES DE PROTECTIO	N (FOURNISSEUR)									
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11. a) Will the premise		ed to receive and sto	re PROTECTED and/or CLAS	SIFIED information or as	sets on its site or	No Yes							
	nisseur sera-t-il ten	u de recevoir et d'en	treposer sur place des rensei	gnements ou des biens P	ROTÉGÉS et/ou								
11. b) Will the	supplier be require		ISEC information or assets?			No Yes							
		u de protéger des re	nseignements ou des biens C	OMSEC?		Non Oui							
PRODUCTI	DN												
11. c) Will the	production (manufa t the supplier's site (	cture, and/or repair an	d/or modification) of PROTEC	TED and/or CLASSIFIED	material or equipme								
Les inst			a production (fabrication et/ou	eparation et/ou modification	on) de matériel PRC	DTÉGÉ Non Oui							
INFORMATI	ON TECHNOLOGY	(IT) MEDIA / SUI	PPORT RELATIF À LA TECH	NOLOGIE DE L'INFORM/	ATION (TI)								
informa	tion or data?	-	to electronically process, prod			Non Oui							
		d'utiliser ses propres nnées PROTÉGÉS et	systèmes informatiques pour t /ou CLASSIFIÉS?	raiter, produire ou stocker	électroniquement d	es							
			er's IT systems and the govern			No Yes							
gouver	era-t-on d'un lien éle nementale?	ctronique entre le sys	tème informatique du fournisse	eur et cellui du ministère ou	i de l'agence	Non LOui							
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					1	Canada							



PART C - (continued) / PARTIE C - (suite)

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité UNCLASSIFIED

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### **ANNEX B - CERTIFICATE OF INSURANCE** (Not required when submitting a bid)

Fisheries and Oceans Pêches et Océans Canada Canada					CERTIFICATE OF INSURANCE Page 1 of 2		
Description and Location of	Work					Contract No.	
						Project No.	
Name of Insurer, Broker or Age	ent Addres	s (No., Street)		City	Province	Postal Code	
Name of Insured (Contractor)	Addres	s (No., Street)		City	Province	Postal Code	
Additional Insured							
His Majesty the King in Right	t of Canada as repre	esented by Fis	sheries and (	Ocean (DFO)			
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability			
✓Commercial General Liability □Umbrella/Excess Liability				Per Occurrence \$ \$	Annual General Aggregate \$ \$	Completed Operations Aggregate \$	
Builder's Risk / Installation Floater				\$	Ψ	, v	
Contractors Pollution Liability				Per Incident		Aggregate <b>\$</b>	
□ Marine Liability				\$			
Aviation Liability				\$     Age       □ Per Incident     \$       □ Per occurrence     \$		Aggregate \$	
$\Box$ Insert other type of insurance as required				\$			
I certify that the above polici in force and include the appl advance notice of cancellatio	licable insurance co	verages state					
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Telephone Number		
Signature					Date D/M/Y		

**CERTIFICATE OF INSURANCE** 



		Page 2 of 2		
General	Commercial General Liability	Builder's Risk / Installation Floater		
The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on	The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed	The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.		
this page. The policies must insure the Contractor and must include His Majesty the king in Right of Canada as represented by the Fisheries and	<ul> <li>to include coverage for the following exposures or hazards if the Work is subject thereto:</li> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> </ul>	The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.		
Oceans Canada (DFO) as an additional insured. The Policy shall be endorsed to	(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.	The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.		
provide the Owner with not less than thirty (30) days notice in writing in advance of a cancellation or change or amendment restricting coverage.	The policy must have the following minimum limits: (a) <b>\$5,000,000</b> Each Occurrence Limit;	The policy must have a limit that is <b>not</b> <b>less than the sum of the contract</b> <b>value</b> plus the declared value (if any) set forth in the contract documents of all		
Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a	<ul> <li>(b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) \$5,000,000 Products/Completed</li> </ul>	material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.		
separate policy had been issued to each.	Operations Aggregate Limit. Umbrella or excess liability insurance may be used to achieve the required limits.	The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-		
Contractors Pollution Liability	Marine Liability	guidelines/standard-acquisition-clauses- and-conditions-manual/5/R/R2900D/2). Aviation Liability		
The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.	The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits	The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.		
	determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees. The policy must waive all rights of subrogation against the Government of Canada for any and all loss of or damage to the watercraft however caused.			

Other types of Insurance

To be inserted below according to the specifics of project



### **ANNEX C – SPECIFICATIONS**

Refer to CanadaBuys Attachment titled: "Specs-Bldg 25 Pallet Racking\_Jan232024.pdf"



#### ANNEX D - DRAWINGS, PLANS, PHOTOS, OTHER

Refer to CanadaBuys Attachment titled: "30004672-TECHNICAL DRAWING.pdf"