#### **RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:**

AAFC - AAC Bid Receiving/Réception des soumissions

Attn: Melissa Smith, Contracting Specialist aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca

#### INVITATION TO TENDER

#### **INVITATION À SOUMISSIONNER**

#### Proposal to: Agriculture and Agri-Food Canada

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

#### Proposition aux: Agriculture et Agroalimentaire Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### **Comments – Commentaires :**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

This bid solicitation cancels and supersedes previous bid solicitation number 465-1-4-C62A dated January 23, 2024 with a closing of February 6, 2024 at 11 am CST.

Title-Sujet					
			Date :		
	ake-up Air Unit		April 11, 2024		
	ent, Crops Servi	ces	r , -		
	21, Indian Head				
Research					
Research	Fallii				
	Solicitation No. – N° de l'invitation : 01R11-25-001				
Client Refe	erence No No. I	De Référence	du Client :		
Solicitation	n Closes –L'invita	tion prend fi	n		
at/à:	11:00 AM		CST (Central		
			Standard Time)		
			HNC (heure normale		
			centrale)		
on/los	April 26, 2024	1	centrale)		
on/le:	April 26, 2024	•			
Delivery –	Livraison ·	Taxes :	<b>Duty – Droits :</b>		
See herein.		See herein.	See herein.		
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Melissa Sr	nith, Contracting	Specialist			
	nith3@agr.gc.ca				
			ement.aac@agr.gc.ca		
aarc.wscpi			ment.aac@agr.gc.ca		
Telephone	Telephone No. – No. de téléphone: 306-515-4796				
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# CONSTRUCTION INVITATION TO TENDER

Boiler & Make-up Air Unit Replacement, Crops Services Building #21 Indian Head Research Farm

# **IMPORTANT NOTICE TO BIDDERS**

# **TWO PHASE SELECTION PROCESS**

This is a two phase selection process. Refer to the Special Instructions to Bidders.

# THIS DOCUMENT CONTAINS SECURITY CLEARANCE REQUIREMENTS

For further instructions please consult "Special Instruction to Bidders", SI14, "Security Clearance Requirements" and "Supplementary Conditions" SC01 "Security Clearance Requirements".

# APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2022-12-01) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Phase Two bid shall be based on use of the named materials. During the Phase Two 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 Phase Two solicitation closing date. If the alternative materials are approved for the purposes of the Phase Two bid, an addendum to the Phase Two bid documents shall be issued.



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- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Optional Site Visit
- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Opening of Bids / Evaluation
- SI08 Completion of Submission
- SI09 Rights of Canada
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Recourse Mechanisms
- SI13 Promotion of Direct Deposit Initiative
- SI14 Security Clearance Requirements
- SI15 Web Sites

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

The following GI's are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions Bid
- 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 Intentionally left blank
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

# CONTRACT DOCUMENTS (CD)

#### SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security Clearance Requirements
- SC02 Insurance Terms

APPENDIX 1 - PHASE ONE QUALIFICATION FORM APPENDIX 2 - PHASE TWO INTEGRITY PROVISIONS APPENDIX 3 - PHASE TWO LISTING OF SUBCONTRACTORS

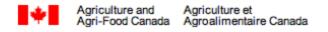
ANNEX A - PHASE TWO BID AND ACCEPTANCE FORM (BA)

**ANNEX B - PHASE TWO SPECIFICATIONS** 

ANNEX C - PHASE TWO DRAWINGS

ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE

ANNEX E - PHASE TWO CERTIFICATE OF INSURANCE



# SPECIAL INSTRUCTIONS TO BIDDERS (SI)

# SI01 INTRODUCTION

1. Agriculture and Agri-Food Canada (AAFC) intends to retain a Contractor to provide construction services for the Boiler & Make-up Air Unit Replacement at the Indian Head Research Farm.

The Indian Head Research Farm consists of farm acreage and a multiple of buildings in support of agricultural science research. The work for this contract will be in Building #21 – Crop Services. This building was constructed in 1956 and is currently used to store and process seeds and other crop materials. The work under this contract includes removal and replacement of multiple HVAC components including: two (2) new indirect-fired make-up air units, a heating boiler and a gas-fired water heater. The work also includes installation of all associated ducting, piping and electrical work as outlined in the project documents. The Contractor will also be responsible for proper air balancing of the building systems and provision of all project documentation (e.g. O&M manuals, as built drawings, etc.).

- 2. This is a two phase selection process. Bidders responding to this ITT are to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidders, refer to SI05 'Submission of Bid'. Following evaluation of Phase One bids, Bidders are advised of their competitive standing and responsive Phase One Bidders will be invited to submit a Phase Two bid. Phase Two bids cover the pricing. A combination of the Phase One and Phase Two submissions constitutes the final bid.
- 3. Initially, suppliers are invited to submit bids in the first phase of the selection procedure outlined below. Only the Phase One information asked for in the ITT is to be included in Phase One bids, and evaluation of Phase One bids will be carried out only on the Phase One information requested.

# 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 (2022-12-01), amended as follows:
    - i. Subsection GI16 Performance Evaluation:
      - Delete: in its entirety
        - Insert: GI16 intentionally left blank
    - ii. Amendments identified in any other sections of the Special Instructions to Bidders (SI).
    - The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
  - d. Clauses & conditions identified in the "Contract Documents" (CD) section;
  - e. Phase One Qualification Form;
  - f. Phase Two Bid and Acceptance Form and other Phase Two annexes, appendices and attachments;
  - g. Phase Two specifications and drawings; and
  - h. Any solicitation amendments issued during either Phase One or Phase Two.

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 R2710T (2022-12-01) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement Canada (PSPC) formerly Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual/5/R</u>

# SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. All enquiries during the Phase One solicitation period must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at <u>melissa.smith3@agr.gc.ca</u> AND <u>aafc.wscprocurement-</u> <u>csoapprovisionnement.aac@agr.gc.ca</u>, enquiries should be received no later than **5 business days** prior to the



date set for the Phase One solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

- 2. All enquiries during the Phase Two solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender Page 1 at <u>melissa.smith3@agr.gc.ca</u> AND <u>aafc.wscprocurement-</u> <u>csoapprovisionnement.aac@agr.gc.ca</u> as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received no later than **10 business days** prior to the date set for the Phase Two solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 3. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 4. All enquiries and other communications related to this solicitation sent throughout the solicitation period must be directed ONLY to the Contracting Authority named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.
- 5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

# SI04 OPTIONAL SITE VISIT

# A. Phase One

1. There will not be a site visit for the Phase One solicitation process.

# B. Phase Two

- 1. There will be a Phase Two site visit. The date, time and location for the Phase Two site visit will be identified during Phase Two.
- 2. The Phase Two site visit for this project is <u>OPTIONAL</u>. The representative of the Bidder <u>should</u> sign the Site Visit Attendance Sheet at the site visit.
- 3. <u>Safety Attire</u>: In order to be guaranteed access to the Phase Two site visit all persons should have the proper personal protective equipment (safety glasses, footwear, vests and hard hats etc.). Bidder's personnel/individuals who do not have the proper safety attire may be denied access to the site.
- 4. The names of each individual attending the site visit, along with the name of the Phase Two Bidder they represent, should be provided to the Site Authority by the date and time that will be indicated during Phase Two in order to gain access to the site.

# SI05 SUBMISSION OF BIDS

Section GI09 Submission of bid of R2710T, incorporated by reference above, is amended as follows: Delete: GI09 Submission of bid in its entirety Insert: GI09 Submission of bid

### A. Phase One submission of bid

- 1. The Phase One electronic bid shall be submitted in electronic format.
- 2. The Phase One electronic bid shall be submitted by email only to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase One solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase One bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase One electronic bid submission email:
  - a. Solicitation number;



- b. Name of Contracting Authority;
- c. Bidder name and contact information (contact name, contact email, contact telephone number);
- d. Bidder return address; and
- e. Phase One solicitation closing date and time.
- 3. The Phase One Qualifications Form, and any required associated document(s), shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase One Qualification Form PDF document and in the body of the Qualification Form PDF document:
  - a. PHASE ONE QUALIFICATIONS;
  - b. Solicitation number; and
  - c. Name of Bidder.
- 4. Bids sent in hard copy or transmitted by facsimile will not be accepted.
- 5. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
  - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled or an incomplete bid;
    - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
    - iii. failure of the Bidder to properly identify the bid and the Solicitation number in the email subject line and in the electronic Bid Documents;
    - iv. illegibility of the bid;
    - v. AAFC server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.);
    - vi. Security of bid data.
  - b. Bids transmitted via email constitutes the formal bid submission.
  - c. AAFC has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the AAFC email system. A bid transmitted by email that gets blocked by the AAFC email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

# B. Phase Two submission of bid

- 1. The Phase Two bid shall be submitted in electronic format.
- 2. The Phase Two electronic bid shall be submitted by email only to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase Two solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase Two bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase Two electronic bid submission email:
  - a. Solicitation number;
  - b. Name of Contracting Authority;
  - c. Bidder name and contact information (contact name, contact email, contact telephone number);
  - d. Bidder return address; and
  - e. Phase Two solicitation closing date and time.
- 3. Phase Two required appendices and annexes, excluding the Phase Two BA Form, shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of each of the Phase Two appendices and annexes:
  - a. PHASE TWO [Bidder to insert title of appendices and annexes];
  - b. Solicitation number; and
  - c. Name of Bidder.



- 4.1. The Phase Two Bid and Acceptance Form (BA) shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase Two BA Form PDF document(s), and in the body of the Phase Two BA Form PDF document:
  - a. PHASE TWO PRICE;
  - b. Solicitation number; and
  - c. Name of Bidder.

# 4.2. Bid Security Requirements:

The Bidder should ensure that the following information is included in the electronic title of the Phase Two bid security:

- a. PHASE TWO BID SECURITY;
- b. Solicitation number; and
- c. Name of Bidder.

GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:

# Delete:

2. A bid bond (form <u>PWGSC-TPSGC 504</u>) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>.

# Insert:

5.

- 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>.
  - a. A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
    - i. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
    - ii. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
    - iii. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
    - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.a.i.
    - v. Submitting copies (non-original, non-verifiable or scanned copy) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
  - b. Bonds failing the verification process will NOT be considered valid.
  - c. Bonds passing the verification process will be treated as original and authentic.
- Unless otherwise specified in the Special Instructions to Bidders
  - a. The bid price shall be in Canadian currency;
  - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 6. Bids sent in hard copy or transmitted by facsimile will not be accepted.



- 7. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
  - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled or an incomplete bid;
    - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
    - iii. failure of the Bidder to properly identify the bid and the Solicitation number in the email subject line and in the electronic Bid Documents;
    - iv. illegibility of the bid;
    - v. AAFC server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
    - vi. Security of bid data.
  - b. Bids transmitted via email constitutes the formal bid of the Bidder.
  - c. AAFC has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the AAFC email system. A bid transmitted by email that gets blocked by the AAFC email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

# SI06 REVISION OF BID

Section GI10 Revision of bid of R2710T, incorporated by reference above, is amended as follows: Delete: GI10 Revision of bid in its entirety Insert:

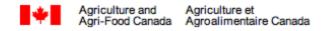
- 1. A Phase One and/or Phase Two electronic bid submitted in accordance with these instructions may be revised by submitting new electronic qualifications and/or price documents in PDF format by email to the Contracting Authority, provided the electronic revision is received by the Contracting Authority before the date and time set for the closing of the solicitation. All monetary revisions to bid amounts must be stated as an addition or deletion to the initial bid price. The Bidder must ensure the subject line of the email identifies the electronic revision of bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the electronic revision of bid submission email:
  - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE;
  - b. Solicitation number; and
  - c. Name of Bidder.
- 2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
- 4. Electronic submissions: Timely and correct delivery of electronic bid revisions is the sole responsibility of the Bidder.
  - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid revisions including, but not limited to, the following:
    - i. receipt of garbled or incomplete bid revision documents;
    - ii. delay in the email transmission or email receipt of the bid revisions to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid revision submission);
    - iii. failure of the Bidder to properly identify the bid revision and the Solicitation number in the email subject line and in the electronic bid revision documents;
    - iv. illegibility of the bid revision documents;
    - v. AAFC server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
    - vi. Security of the bid revision data.
  - b. Bid revisions transmitted via email constitutes the formal bid revisions of the Bidder.



- c. AAFC has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the AAFC email system. Bid revisions transmitted by email that get blocked by the AAFC email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.
- 5. Revision of bids transmitted by facsimile will not be accepted.
- 6. Failure to comply with any of the above provisions may result in the rejection of the non-responsive revision(s) only. The bid shall be evaluated based on the original bid submitted and all other responsive revision(s).

# SI07 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at Phase One or Phase Two bid submission time.
- 2. Phase One Qualifications will be opened privately. Requirements will be evaluated on a <u>pass or fail basis</u>. Failure to meet any or all of the Phase One mandatory requirement(s) will render the Phase One bid non-responsive and no further consideration will be given to the Phase One bid.
- 3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.
- 4. Phase Two Price Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-responsive and no further consideration will be given to the Phase Two bid.
- 5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
- 6. Price Support
  - a. Canada may, but will have no obligation to, request price support for any fees proposed (lump sum fees, unit prices, etc.) when there are less than 3 responsive Phase Two Bidders. If Canada requests price support, it may be requested from one or more of the responsive Phase Two Bidders. The Phase Two Bidder must provide, at Canada's request, one or more of the following price support documents, if applicable:
    - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or
    - ii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
    - iii. Price or rate certifications; or
    - iv. Any other supporting documentation as requested by Canada.
  - b. Once Canada requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where Canada determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.
- 7. Following Phase One solicitation closing, all Phase One Bidders will be notified of the results of their Phase One bid submissions. Only responsive Phase One Bidders will be invited to bid on Phase Two.
- 8. Following Phase Two solicitation closing, the Phase Two Bidder with the lowest price will be notified. Following contract award, the remaining Phase Two Bidders will be sent the results of their Phase Two bid submissions.



### SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Phase One and Phase Two bids on the applicable Bid Documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document, and for responsive Phase One Bidders the subsequent Phase Two documents.

#### SI09 RIGHTS OF CANADA

Canada reserves the right to:

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

### SI10 DEBRIEFINGS

### A. Phase One

After Bidders have been advised of their Phase One competitive standing, Bidders may request a debriefing on the results of the Phase One bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the Phase One bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### B. Phase Two

Debriefings do not apply to Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award the Phase Two bid results will be sent to Phase Two Bidders.

### SI11 BID VALIDITY PERIOD

### A. Phase One

1. There is no bid validity period for Phase One of the solicitation process.

### B. Phase Two

- 1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two 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 Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two 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 Phase Two bids then Canada will, at its sole discretion, either



- a. continue to evaluate the Phase Two bids of those who have accepted the proposed extension and seek the necessary approvals; or
- b. cancel the solicitation.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

# SI12 RECOURSE MECHANISMS

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

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-andrecourse-mechanisms http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

# SI13 PROMOTION OF DIRECT DEPOSIT INITIATIVE

The following information is not related to the solicitation process:

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

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

# SI14 SECURITY CLEARANCE REQUIREMENTS

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

### SI15 WEB SITES

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

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

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

Canadian economic sanctions <u>https://www.tradecommissioner.gc.ca/tariffs\_sanctions\_controls-tarifs\_sanctions\_controles.aspx?lang=eng</u>

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



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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

Standard Acquisition Clauses and Conditions (SACC) Manual <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link) <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html</u>

Trade Agreements

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



# **CONTRACT DOCUMENTS (CD)**

- 1. The following are the Contract Documents:
  - a. Contract page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and other required annexes, appendices and attachments;
  - c. Drawings and specifications;
  - d. General Conditions and clauses, as amended\*, identified as:

Concru			
GC1*	General Provisions – Construction Services	R2810D	(2022-12-01);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2865D	(2019-05-30);
Allowab	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9*	Contract Security	R2890D	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);

\*R2810D (2022-12-01): Subsection GC1.22 Performance-evaluation: Contract, incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

\*R2890D (2022-12-01): Subsection GC9.2. Types and Amounts of Contract Security, incorporated by reference above, is amended as follows:

Delete: subsection 2 in its entirety

Insert:

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

Electronic digital versions must meet the following;

- a. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - i. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - ii. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - iii. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item a.i.
- b. Bonds failing the verification process will NOT be considered to be valid.
- e. Supplementary Conditions
- f. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before contract award; and
- h. Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement



Canada (PSPC) formerly Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PSPC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

# 3. Construction Documents:

After contract award, the Contractor will be provided with **one electronic** of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Additional copies, up to a maximum of one, will be provided free of charge upon request by the Contractor. Obtaining more copies, including costs of the copies, will be the responsibility of the Contractor.

- 4. Procurement Ombudsman
- 4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, in accordance with the contract terms and conditions. If the Parties do not reach a settlement, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>https://opo-boa.gc.ca</u>.

4.2 Contract Administration

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

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>https://opo-boa.gc.ca</u>.

- 5. Authorities
- 5.1 Contracting Authority

The Contracting Authority for the contract is:

Melissa Smith Contracting Specialist AAFC – Western Service Centre 300 - 2010 12th Avenue REGINA, SK S4P 0M3

Telephone: 306-515-4796 Email address: melissa.smith3@agr.gc.ca

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

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

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

Name:	
Title:	
Organization:	



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

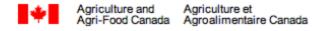
Telephone :	 	 
Email address:	 	

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

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

Name:	
Title:	
Address:	

Telephone :	 	 
Email address:	 	_



# SUPPLEMENTARY CONDITIONS (SC)

# SC01 SECURITY CLEARANCE REQUIREMENTS

- 1. The contractor/offeror personnel requiring access to sensitive work site(s) must each hold a valid **RELIABILITY STATUS**, granted or approved by AAFC;
- The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets;
- 3. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);
- 4. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;
- 5. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the AAFC; and
- 6. The contractor/offeror must comply with the provisions of the Security Requirements Check List.

# **SC02 INSURANCE TERMS**

#### 1. **Insurance Contracts**

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

# 2. **Period of Insurance**

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the contract.
- b. The Contractor must obtain and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of 6 years beyond the date of the Certificate of Substantial Performance.

### 3. **Proof of Insurance**

- a. Before commencement of the Work, and no later than 30 calendar days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### 4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### 5. Deductible

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



# APPENDIX 1 – PHASE ONE QUALIFICATION FORM

# 1. LEGAL NAME AND ADDRESS OF BIDDER:

Bidder Legal Name: (In the case of a joint venture or partnership include the legal names of all members or partners.)			
Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.)			
Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.)			
Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.)			
Telephone # of Contact Person:			
Email Address of Contact Person:			
Bidder requires the resulting contract, excluding specifications and drawings, in the following language: (Bidder must only select one language, either English or	English 🗆	OR	French
French)			
Bidder requires the resulting contract specifications and drawings, in the following language: (Bidder must only select one language, either English or French)	English 🗆	OR	French

# 2. BIDDER INSTRUCTIONS:

- a. The Bidder is requested to respond to the Mandatory Requirements using the table formats below.
- b. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. Bidders must submit 2 separate reference projects as indicated in M1. If more than 2 reference projects are submitted, only the first 2 projects listed in sequence will receive consideration and any others will not receive consideration.



- d. If the Bidder is a joint venture or partnership, the Bidder must submit 2 separate reference projects per joint venture member or partner. The joint venture member or partner project references must not be for the same projects, all project references must be for separate projects. If more than 2 reference projects per member or partner are submitted, only the first 2 projects listed per member or partner in sequence will receive consideration and any others will not receive consideration. The Bidder cannot use the reference projects of a subcontractor unless they are bidding as a joint venture or partnership.
- e. The Bidder must establish the bidding entity upfront in Phase One, and the bidding entity must be the same for Phase One and Phase Two. The Bidder may submit its Phase One and Phase Two bids on its own, or as a joint venture or partnership. If the Bidder submits a Phase One bid as a joint venture or partnership, the Phase Two bid must be from the same joint venture or partnership; and a Phase Two bid cannot be submitted as a joint venture or partnership unless the Bidder's Phase One bid was submitted by the same joint venture or partnership.
- f. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

# 3. DEFINITION OF BIDDER:

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

# 4. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:

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

# 5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

- a. comply with the following Mandatory Requirements; and
- b. provide the necessary documentation to support compliance.



Any Phase One bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

M1	Contractor must possess a valid Saskatchewan gas fitter's license – provide copy.	
M2	The Contractor must provide as reference at least two (2) separate projects that were completed within the last 5 years. Project examples must demonstrate experience with gas fitting and with the replacement and installation of HVAC components like water heaters, boilers and / or make-up air units in a <u>commercial or industrial</u> setting.	
	<b>Bidder Instructions</b> : Bidder to demonstrate the above Mandatory Requirements are met by submitting 2 separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).	

RE	FERENCE PROJECT 1:			
	Bidder name (or joint venture/partnership member nes):			
B. F	Project Start Date:	C. Project Completion Date:		
D. F	Project Location:			
E. F	Project Title:			
	F. Brief Description of the Project:			
G. I	Project Components:			
1.	1. Was the construction project completed within the last 5 years? Yes D No D			No 🗆
2.	2. Did the construction project involve gas fitting? Yes D No D			No 🗆
3.	Did the construction project involve the replacement a like water heaters, boilers and/or make-up air units in a		Yes 🗆	No 🗆

REFERENCE PROJECT 2:	
A. Bidder name (or joint venture/partnership member names):	
B. Project Start Date:	C. Project Completion Date:
D. Project Location:	
E. Project Title:	
F. Brief Description of the Project:	



G.	Project Components:		
1.	Was the construction project completed within the last 5 years?	Yes 🗆	No 🗆
2.	Did the construction project involve gas fitting?	Yes 🗆	No 🗆
3.	Did the construction project involve the replacement and installation of HVAC components like water heaters, boilers and/or make-up air units in a commercial or industrial setting?	Yes □	No 🗆



# APPENDIX 2 – PHASE TWO INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u> with an effective date of April 6, 2016 (reference section 2 of the online policy).

- a. List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction:
  - i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the Contracting Authority will inform the 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 disqualified for award of a contract or real property agreement.

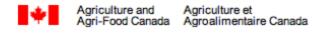
b. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted further to section 17(a).



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

- In accordance with GI07 Listing of Subcontractors and Suppliers of R2710T- General Instructions -Construction Services - Bid Security Requirements, the Bidder should provide a list of subcontractors with its Phase Two bid.
- 2. The Bidder should submit the list of subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two bid price.

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		



# ANNEX A – PHASE TWO BID AND ACCEPTANCE FORM (BA)

**NOTE TO BIDDERS:** The language in this annex will be contractualized in the resulting contract. All solicitation related content will be removed and applicable clauses contractualized as required.

### **BIDDER INSTRUCTIONS:**

Refer to Appendix 1 – Phase One Qualification Form for:

- a. The Definition of Bidder and Joint Venture or Partnership; and
  - b. Instructions regarding the bidding entity. The Bidder must have established the bidding entity upfront in Phase One, and the bidding entity for Phase Two must be the same as submitted in Phase One.

### BA01 IDENTIFICATION

Boiler & Make-up Air Unit Replacement, Crops Services Building #21, Indian Head Research Farm

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

The Bidder (or joint venture or partnership) legal name, operating name, address, and Procurement Business Number (PBN) must remain as submitted in the Bidder's Phase One bid *Appendix 1 – Phase One Qualification Form.* 

The Bidder may request a change to the contact person for the Bidder's Phase Two bid by completing the section below. If the section below is not completed and submitted with the Bidder's Phase Two bid the contract person and coordinates submitted in the Bidder's Phase One bid *Appendix 1 – Phase One Qualification Form* will be the contact person for the Bidder's Phase Two bid.

Name of Replacement Contact Person (if applicable): (In the case of a joint venture or partnership include only the replacement contact person of the lead member or partner.)	
Telephone # of Replacement Contact Person:	
Email Address of Replacement Contact Person:	

### BA03 THE OFFER PRICE

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$\_\_\_\_ Taxes.) (including mark-up, overhead & profit); excluding Applicable

### **BA04 BID VALIDITY PERIOD**

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

### BA05 ACCEPTANCE AND CONTRACT

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

# BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work by November 15, 2024.

### BA07 BID SECURITY

The Bidder must enclose bid security with its Phase Two bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements, as amended in SI05 Submission of Bid.



### **BA08 SIGNATURE**

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

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

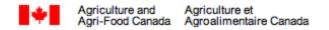
Signature

Date



# **ANNEX B – PHASE TWO SPECIFICATIONS**

All specifications will be included as separate documents in Phase Two.



# ANNEX C – PHASE TWO DRAWINGS

All drawings will be included as separate documents in Phase Two.

# ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL)



Government Gouvernement du Canada

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LISTE DE PART A - CONTRACT INFORMATION / P/	SECURITY REQUI VÉRIFICATION DES EXI	GENCES REL	ATIVES À LA SÉ		
1. Originating Government Department or O		ONTRACTOLL	2. Branch	or Directorate / Direction génér	ale ou Direction
Ministère ou organisme gouvernemental	d'origine AAFC		Corpora	te Managment Branch	
<ol> <li>a) Subcontract Number / Numéro du cont</li> <li>N/A</li> </ol>	rat de sous-traitance	3. b) Name and N/A	Address of Subcor	ntractor / Nom et adresse du so	ous-traitant
4. Brief Description of Work / Brève description	tion du travail				
Indian Head Research Farm - Removal and re	eplacement of the Make up air un	ts, Boiler and Wate	er heater in Building 2	1 (Crop Services Building)	
5. a) Will the supplier require access to Con Le fournisseur aura-t-il accès à des ma					No Yes Non Oui
<ol> <li>b) Will the supplier require access to uncl Regulations?</li> <li>Le fournisseur aura-t-il accès à des do sur le contrôle des données technique</li> </ol>	nnées techniques militaires r	-			✓         No         Yes           Non         Oui
6. Indicate the type of access required / Ind					
6. a) Will the supplier and its employees rec Le fournisseur ainsi que les employés	auront-ils accès à des rensei				✓     No     Yes       Non     Oui
<ul> <li>(Specify the level of access using the c (Préciser le niveau d'accès en utilisant</li> <li>b) Will the supplier and its employees (e., PROTECTED and/or CLASSIFIED info Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens</li> <li>c) Is this a commercial courier or delivery</li> </ul>	Le tableau qui se trouve à la g. cleaners, maintenance per prmation or assets is permitte nettoyeurs, personnel d'entre PROTÉGÉS et/ou CLASSIFI requirement with <b>no</b> overnig	sonnel) require a d. etien) auront-ils a <u>ÉS n'est pas aut</u> nt storage?	accès à des zones orisé.		No Ves Non ✓ Ves
S'agit-il d'un contrat de messagerie ou					Non Oui
7. a) Indicate the type of information that the	e supplier will be required to a	Iccess / Indiquer	le type d'information	on auquel le fournisseur devra	avoir accès
Canada 7. b) Release restrictions / Restrictions relat		/ OTAN		Foreign / Étranger	
No release restrictions	All NATO countrie	is 🗖		No release restrictions	
Aucune restriction relative à la diffusion	Tous les pays de			Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser					
Restricted to: / Limité à :	Restricted to: / Lir			Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ie	s): / Préciser le(	s) pays :	Specify country(ies): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'informa					
PROTECTED A	NATO UNCLASS			PROTECTED A	
PROTÉGÉ A	NATO NON CLAS			PROTÉGÉ A	
PROTECTED B	NATO RESTRICT			PROTECTED B	
PROTÉGÉ B PROTECTED C	NATO DIFFUSIO NATO CONFIDEI			PROTÉGÉ B PROTECTED C	
PROTÉGÉ C	NATO CONFIDE			PROTÉGÉ C	
	NATO CONFIDE NATO SECRET			CONFIDENTIAL	
	NATO SECRET			CONFIDENTIAL	
SECRET	COSMIC TOP SE	CRFT		SECRET	
SECRET	COSMIC TRÈS S			SECRET	
	C COMIC TILLO			TOP SECRET	
				TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

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8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	
	No Yes
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	_ Non LOui
Dans l'affirmative, indiquer le niveau de sensibilité :	
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Oui
	_
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIEL SECRET TOP SECRET TRÈS SECRET	
TOP SECRET – SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC TOP SE TRÈS SECRET – SIGINT NATO CONFIDENTIEL NATO SECRET COSMIC TRÈS S	
SITE ACCESS ACCÈS AUX EMPLACEMENTS	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work?	No Yes
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	No Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?	No Yes Non Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Non Qui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?         PRODUCTION	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  PRODUCTION  11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  ✓	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	Non Oui No Yes Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	Non Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oui No Yes Non Oui No Yes
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED [V]	Non Oui No Yes Non Oui No Yes
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	Non Oui No Yes Non Oui No Yes Non Yes Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oui No Yes Non Oui No Yes

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT OTÉC			CLASSIFIED CLASSIFIÉ			NATO	IATO			COMSEC					
	A	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP	1	DTECT		CONFIDENTIAL	SECRET	TOP SECRET	
	$ ^{\sim}$				SECRET	TRÈS	NATO		SECKET	SECRET				1	JUSECKET	TRES	
				CONFIDENTIEL		SECRET	DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		SECRET	
Information / Assets Renseignements / Biens																	
Production																	
IT Media /																	
Support TI																	
IT Link / Lien électronique																	
<ul> <li>12. a) Is the descrip La description</li> <li>If Yes, classify Dans l'affirma « Classification</li> <li>12. b) Will the docum</li> </ul>	du t y th ative on d	is fo , cla e sé	iil vis rm I assif curi	sé par la prése by annotating lier le présent ité » au haut e	nte LVER the top a formulai et au bas	S est-elle Ind botto re en ind du formu	de nature Pl m in the are iquant le niv llaire.	ROTÉGÉE et/ a entitled "Se reau de sécur	ou CLAS ecurity C ité dans	lassificati		ée		[	No Non	Yes Oui	
La documentat															✓ Non	Oui	
If Yes, classify attachments ( Dans l'affirma « Classificatio des pièces joi	e.g. itive on d	SE 9, cla e sé	CRE assif	T with Attach ier le présent	ments). formulai	re en ind	iquant le niv	reau de sécur	ité dans	la case in	titul	ée					



# ANNEX E – PHASE TWO CERTIFICATE OF INSURANCE (Not required at solicitation closing)

Page 1 of 2

escription and Location of Wol Diler & Make-up Air Unit	<sup>rk</sup> Replacement, Crops Se	ervices Buildi	ng #21, Indian	Head Resea	rch Farm	Contract No. 01R11-25-001 Project No.
ame of Insurer, Broker or Ager	nt Address (N	o., Street)	City	Province	Postal	Code
ame of Insured (Contractor)	Address (N	o., Street)	City		Province	Postal Code
dditional Insured Iis Majesty the King in Right c	of Canada as represented by J	Agriculture and	Agri-Food Canaa	la.		
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		ability	
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
₋iability Umbrella/Excess ∟iability				\$5M \$	\$10M \$	\$5М \$
				\$		·
certify that the above po force and include the app notice of cancellation / rec	licable insurance coverag					

Signature \_\_\_\_\_

Date D/M/Y



Solicitation No.: 01R11-25-001

General

# CERTIFICATE OF INSURANCE Page 2 of 2

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

The policies must insure the Contractor and must include His Majesty the King in Right of Canada as represented by Agriculture and Agri-Food Canada as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

# Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto: (a) Blasting.

- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured Contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.