# **INVITATION TO TENDER**

#### **RETURN BIDS TO:**

## Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada Eastern Service Centre Tender Receiving Unit 2001 Robert-Bourassa Blvd., Suite 671-TEN Montréal, Quebec H3A 3N2

#### **TENDER TO:**

# Agriculture and Agri-Food Canada

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

Comments All bids must be sent only by email at :
<pre>aafc.escprocurement- cseapprovisionnement.aac@agr.gc.ca</pre>
Optional Site-Visit :
Thursday, September 14, 2023 at 10:00am (EDT)

#### **ISSUING OFFICE**

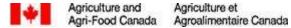
Agriculture and Agri-Food Canada Eastern Service Centre Tender Receiving Unit 2001 Robert-Bourassa Blvd., Suite 671-TEN Montréal, Quebec H3A 3N2

Title					
Replacing of 2 distribution panels and 3 motor control centres					
Solicitation No. Date					
01B46-23-116	2023-09-06				
Client Reference No.					
File No.					
01в46-23-116					
Solicitation Closes:					
Friday, September 29, 2023,	at 02:00 PM, EDT.				
F.O.B  Plant Destination Ot	her				
Address Enquiries to:					
Nicole LeBlanc					
Title:					
Contracts Officer					
Email:					
Nicole.LeBlanc@agr.gc.ca					
Telephone Number Ext. Fax Number					
506 378-2956					
Destination					
Québec Research and Development Centre 2560 Hochelaga Blvd. Québec, Quebec G1V 2J3					
Instructional Con Harrin					

#### Instructions: See Herein

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



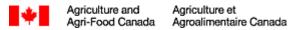


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Appendix "A"

# **GENERAL INSTRUCTIONS TO BIDDERS**

#### **GENERAL INSTRUCTIONS TO BIDDERS**

- GI02 Identity or Legal Capacity of the Bidder
- GI03 Applicable Taxes
- Gl04 Capital Development and Redevelopment Charges
- GI05 Registry and Pre-qualification of Floating Plant
- GI06 Listing of Subcontractors and Suppliers
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- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Conflict of Interest Unfair Advantage
- GI15 Integrity Provisions Bid
- GI16 Code of Conduct for Procurement Bid

#### GI01 COMPLETION OF BID

- 1) The bid shall be:
  - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC with the bid package or on a clear and legible reproduced copy of such BID AND ACCEPTANCE FORM that must be identical in content and format to the BID AND ACCEPTANCE FORM provided by AAFC;
  - (b) based on the Bid Documents listed in the Special Instructions to Bidders;
  - (c) correctly completed in all respects;
  - (d) signed, with an original signature, by a duly authorized representative of the Bidder; and
  - (e) accompanied by
    - (i) bid security as specified in Gl07; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI10, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.



#### GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

# GI03 APPLICABLE TAXES

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

#### GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

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

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

### GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

## GI07 BID SECURITY REQUIREMENTS

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

- 2) A bid bond shall be in an approved form <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?</a>
  <a href="mailto:id=14494#appS">id=14494#appS</a>, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L: Acceptable Bonding Companies.
- 3) A security deposit shall be an original, properly completed, signed where required and be either:
  - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada;
- 4) For the purposes of subparagraph 3) (a) of GI07
  - (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of Gl07, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is:
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the <u>Canadian Payments Act</u>;
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers":
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the <a href="Income-transform">Income-transform</a>.

      Tax Act; or
    - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GI07 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

- As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI07 shall
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf,
    - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600; pursuant to the ICC UCP; a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following:
  - (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
  - (d) the receipt of contract security, for the successful Bidder; or
  - (e) the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8) of Gl07 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

#### GI08 SUBMISSION OF BID

- The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the INVITATION TO TENDER Form for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the Special Instructions to Bidders
  - (a) the bid shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
- Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

### GI09 REVISION OF BID

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder;
- A revision to a bid that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

#### GI10 REJECTION OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been

convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;

- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
- (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
- (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
- (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (g) with respect to current or prior transactions with Canada
  - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
  - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii)of GI10, Canada may consider, but not be limited to, such matters as:
  - (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
  - (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that

price applies;

- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
- (c) Bidder's performance on other contracts.
- 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI10, other than subparagraph 2)(g)of IT10, the contracting authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

#### GI11 BID COSTS

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

#### GI12 COMPLIANCE WITH APPLICABLE LAWS

- By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the bid.

#### GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

## GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

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

#### GI15 INTEGRITY PROVISIONS - BID

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4) Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and

- other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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

#### GI16 CODE OF CONDUCT FOR PROCUREMENT - BID

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

Appendix "B"

# SPECIAL INSTRUCTIONS TO BIDDERS

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

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

#### SI01 BID DOCUMENTS

SI11 SI12 Certifications - Bid

Rights of Canada

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

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

#### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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



#### SI03 NON-MANDATORY SITE VISIT

1)	There will be a site visit on Thursday, September, 14 , 2023 at
	10:00 • AM • PM EDT.
	Interested bidders are to meet at:
	Québec Research and Development Centre 2560 Hochelaga Blvd. Québec, Québec G1V 2J3
SI04	REVISION OF BID
1)	A bid may be revised by letter, facsimile or e-mail in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The e-mail address for receipt of revisions is:
	aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca
SI05	BID RESULTS
1)	Following bid closing, bid results may be obtained from the bid receiving office by
	email at Nicole.LeBlanc@agr.gc.ca

#### SI06 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:
  - (a) cancel the solicitation; or
  - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/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).

#### SI07 BID VALIDITY PERIOD

- Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
  - (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 bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.

#### SI08 CONSTRUCTION DOCUMENTS

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

#### SI09 WEB SITES

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

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

Canadian economic sanctions

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

#### SI10 PERSONNEL SECURITY REQUIREMENTS

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

#### SI11 Certifications - Bid

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

# SI12 Rights of Canada

Canada reserves the right to:

- a) Reject any or all bids received in response to the bid solicitation;
- b) Enter into negotiations with bidders on any or all aspects of their bids;
- c) Accept any bid in whole or in part without negotiations;
- d) Cancel the bid solicitation at any time;
- e) Reissue the bid solicitation;
- f) If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g) Negotiate with the sole compliant Bidder to ensure best value to Canada.

Appendix "C"

# **BID AND ACCEPTANCE FORM**

# **BID AND ACCEPTANCE FORM**

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION								
Description of the Work Agriculture and Agri-Food Canada (AAFC) requires the services of an Electrical Contractor to replace two (2) electrical distribution panels and three (3) motor control centres, including all components. The objective of the project is to replace all distribution panel and motor control centre components with new, modern, quality components that are reliable.								
Fu	11 descr	iption of t	che work ca	n be found in Appendi	x E - Speci	fication and draw	ings.	
	icitation Nun B46-23-1				File / Project Nu	ımber		
ВА	.02 BUSINE	SS NAME AND	ADDRESS OF	BIDDER				
Na								
	dress	I a	1	Les :			I a	To
Uni	it/Suite/Apt.	Street number	Number suffix	Street name			Street type	Street direction
РО	Box or Rout	te Number		Municipality (City, Town, etc.)			Province	Postal code
Pho	one number			Fax number		Email address		1
ВА	.03 THE OF	FER						
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of:  Output  Description:				e above named				
	\$			uding Applicable Taxes (GST/HS	61/QS1).			
		pressed in numb	ers only)					
BA04 BID VALIDITY PERIOD								
1) The bid shall not be withdrawn for a period of 60 days following the date of solicitation closing.								
BA05 APPENDICES								
The following appendices are included in this Bid and Acceptance Form:      Appendix 2								
COVID-19 Vaccination Requirement Certification								
ВА	.06 ACCEP	TANCE AND CO	ONTRACT					
<ol> <li>Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.</li> </ol>								
ВА	07 CONST	RUCTION TIME						
1)	The Contract	ctor shall perforn	n and complete	the Work on or before	2024-03-31			
ВА	.08 BID SEC	CURITY						
The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.								
2)	2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.							



BA09 SIGNATURE		
	Name	
Name and title of person authorized		
to sign on behalf of Bidder	Title	
(type or print)		
	O'	D. (.
		Date
	Name	
	Title	
	Signature	Date
<b>BA10 INTEGRITY PROVISIONS - LIS</b>	T OF NAMES	
If the required list of names has not bee provide the information. Failure to provide mandatory requirement for contract aways.	n received by the time the evaluation of bids is completed, Canada will inform the Bidder of the names within the time frame specified will render the bid non-responsive. Providing rd.	of a time frame within which to the required names is a
Bidders who are incorporated, including the Bidder.	those bidding as a joint venture, must provide a complete list of names of all individuals w	ho are currently directors of
Bidders bidding as sole proprietorship, a	as well as those bidding as a joint venture, must provide the name of the owner(s).	
Bidders bidding as societies, firms or pa	rtnerships do not need to provide lists of names.	

# **BID AND ACCEPTANCE FORM**

# CONSTRUCTION CONTRACT - MAJOR WORKS APPENDIX 2

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

Appendix "D"

# MAJOR WORKS - GENERAL CONDITIONS

#### **MAJOR WORKS GENERAL CONDITIONS:**

GC1	GENERAL PROVISIONS	R2810D	(2017-11-28)
GC2	ADMINISTRATION OF THE CONTRACT	R2820D	(2016-01-28)
GC3	EXECUTION AND CONTROL OF THE WORK	R2830D	(2018-11-28)
GC4	PROTECTIVE MEASURES	R2840D	(2008-05-12)
GC5	TERMS OF PAYMENT	R2850D	(2019-11-28)
GC6	DELAYS AND CHANGES IN THE WORK	R2865D	(2019-05-30)
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	R2870D	(2018-06-21)
GC8	DISPUTE RESOLUTION	R2880D	(2019-11-28)
GC9	CONTRACT SECURITY	R2890D	(2018-06-21)
GC10	INSURANCE	R2900D	(2008-05-12)

The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) manual, issued by Public Works and Government Services Canada (PWGSC). The SACC manual is available on the PWGSC web site:

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

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





# Appendix "E"

# **SPECIFICATION & DRAWINGS**



# PERFORMANCE SPECIFICATIONS

Replacing distribution panels / motor control centres

Project: # B039

**Agriculture and Agri-Food Canada** 

Québec Research and Development Centre 2560 Hochelaga Blvd. Québec, Quebec G1V 2J3

Project Manager: (Departmental Representative)

David Lesage, Eng. Regional Engineer 418-563-3648

david.lesage@agr.gc.ca

August 21, 2023

Rev: 00



#### PERFORMANCE SPECIFICATIONS

## **Replacing Distribution Panels / Motor control centres**

# 1. Background

The Québec Research and Development Centre (RDC) is part of a national network of 19 RDCs operated by Agriculture and Agri-Food Canada (AAFC).

The Québec Research and Development Centre (RDC) conducts research in the following areas:

- Production systems for perennial crops and bioproducts;
- Environmental performance of perennial and short-season crops and cropping systems;
- Assessment of the effects of agricultural practices on soil health, water and air quality (greenhouse gas emissions) and crop yields;
- Use of forage crops that are more resistant to disease and winter conditions and offer greater nutritional value.

The RDC's main building was constructed in 1968. Initially, the building consisted of wings A, B and C, plus greenhouses. Subsequently, additional wings and greenhouses were gradually added.

Some distribution panels and motor control centres date back to the original construction of the RDC and have become obsolete. Spare and replacement parts are no longer available, making repairs and troubleshooting complicated. Agriculture and Agri-Food Canada (AAFC) therefore wishes to replace specific electrical distribution panels and motor control centres at the Québec RDC.

# 2. Scope of work

Agriculture and Agri-Food Canada (AAFC) requires the services of an Electrical Contractor to replace two (2) electrical distribution panels and three (3) motor control centres, including all components. The objective of the project is to replace all distribution panel and motor control centre components with new, modern, quality components that are reliable.

The Contractor is asked to submit a proposal for the replacement of two (2) electrical distribution panels and three (3) motor control centres, including, but not limited to, the following work: analysis of the work, field surveys, validation of voltages and amperages of all components, full completion of the replacement work and commissioning. The goods and services rendered are described in greater detail in point 5.

Since this is a performance specification, the Contractor will be responsible for supplying and installing components of the same or higher capacity. They will be responsible for doing the necessary calculations and validations to comply with the various codes and standards in force.

The Contractor will engage the services of subcontractors or consultants as they deem necessary to carry out the project.

At all stages of the project, the Contractor will be responsible for coordinating work and services with all subcontractors, stakeholders and consultants mandated by the Contractor, if applicable.

#### 3. Place of work

Agriculture and Agri-Food Canada Québec Research and Development Centre 2560 Hochelaga Blvd. Québec, Quebec G1V 2J3

## 4. General requirements

- 4.1. The Act respecting the Commission des normes, de l'équité, de la santé et de la sécurité au travail du Québec and related legislation
  - 4.1.1. The Contractor must assume the role and obligations of prime contractor as set forth in the said Act in addition to the obligations incumbent upon the Contractor by virtue of their status as employer under said Act and, moreover, their obligations with respect to health and safety as set forth in these contract documents.

#### 4.2. Work

- 4.2.1. All work must be carried out in such a way as not to unnecessarily interfere with the operations of the centre, greenhouse production, propagation areas and growth cabinets.
- 4.2.2. Any damage to property caused by the Contractor, their subcontractors and employees will be repaired immediately to the satisfaction of the Departmental representative at no additional cost to the Department.
- 4.2.3. Work that does not require power cuts can be carried out during normal working hours.
- 4.2.4. Work requiring total or partial power cuts must be carried out outside normal working hours, in the evening and at night between 5:00 pm and 6:00 am, and on weekends between Friday 5:00 pm and Monday 6:00 am.
- 4.2.5. If modifications to the existing concrete bases are required to accommodate the new equipment, they will be at the Contractor's expense. Modifications must include formwork, reinforcement, mesh, anchors, 25-MPa concrete, finishing and labour.

- 4.2.6. Any drilling into the structure is prohibited unless authorized by a structural engineer, at the Contractor's expense.
- 4.2.7. Because of the proximity of occupied premises, take all necessary measures to reduce noise caused by construction and demolition work.

# 4.3. Shop drawings

- 4.3.1. The Contractor must submit shop drawings to the Departmental representative no later than ten (10) days after contract award.
- 4.3.2. Acceptance of shop drawings by the Departmental representative is made only to indicate to the Contractor that the materials conform to the desired quality and appearance. This acceptance does not relieve the Contractor of their responsibility to supply materials that comply with established standards, codes and regulations in force at the time of installation. Acceptance does not take into account quantities or dimensions that must be verified by the Contractor.

# 4.4. Warranty

- 4.4.1. All materials must be free from defects in workmanship and installation. If, during the warranty period, such defects are found to exist, the Contractor must restore to good working order or replace such materials, fixtures, appliances and equipment without additional charge to the Department.
- 4.4.2. Upon completion of the work, the Contractor and the manufacturer must issue a warranty certificate on behalf of the owner for the warranty stipulated in the following section.
- 4.4.3. All work and materials must be guaranteed for a minimum of one (1) year from final acceptance of the work.

#### 4.5. Contractor's responsibilities

- 4.5.1. The Contractor is responsible for taking all measurements and elevations on site before starting work.
- 4.5.2. The Contractor is responsible for validating the voltages, amperages and any other relevant information of all site components before beginning work.
- 4.5.3. The Contractor is responsible for the care and control of the work. They are the one and only person responsible and authorized to designate the tradesperson(s) responsible for supplying and installing the required materials and items.

4.5.4. Should the Contractor require further information or details for the performance of the work, the Contractor must make such request to the Departmental representative, failing which the Contractor must be deemed to have all the information required to perform the work in a satisfactory manner and according to accepted practices. Such request must be made by the Contractor in sufficient time to allow the Departmental representative time to prepare the detailed drawings.

# 4.6. Site layout

- 4.6.1. The Contractor must maintain the access roads used during the work. In addition, they must repair any damage resulting from the use of the roads.
- 4.6.2. The Contractor must remove waste and scrap materials from the site on a daily basis. Disposal sites must comply with applicable provincial and municipal regulations.

# 4.7. Operation and maintenance manual

- 4.7.1. At the end of the project, submit the operation and maintenance manual in PDF format to the Departmental representative.
- 4.7.2. The manual should include the following information:
  - a. Name and address of the Contractor and their subcontractors:
  - b. A complete set of revised final shop drawings:
  - c. Maintenance sheets for equipment and accessories;
  - d. A list of parts and components;
  - e. A list of recommended spare parts;
  - f. Warranty.

# 4.8. Materials and equipment

- 4.8.1. Unless otherwise specified, use new materials, free of imperfections or defects, of the required quality, bearing approval labels from CSA, ULC, FM, AMCA, ARI and others, depending on the specialty.
- 4.8.2. Unless otherwise specified, use products from a single manufacturer for materials and equipment of the same type or class. Equipment supplied should be from the same manufacturer to ensure maximum interchangeability between components, including distribution panels, disconnectors and starters of the same type.
- 4.8.3. Distribution panels: CSA C22.2 compliant. All distribution panels must come from a single manufacturer.
  - a. Disconnect switches must be installed in the panels before delivery to the site

- b. In addition to the data required by CSA, the manufacturer's nameplates must indicate the fault current that the panel and disconnect switches can withstand.
- c. All distribution panel disconnect switches must be lockable from the outside.
- 4.8.4. Motor control centre: CSA C22.2 compliant. All motor control centres must come from a single manufacturer.
  - a. Disconnect switches must be installed in the motor control centres before delivery to the site.
  - b. In addition to the data required by CSA, the manufacturer's nameplates must indicate the fault current that the motor control centre and disconnect switches can withstand.
  - c. All motor control centre disconnect switches must be lockable from the outside.
- 4.8.5. Exterior surfaces are painted light gray; interior surfaces are painted white.
- 4.8.6. Acceptable products
  - a. Asco
  - b. ABB
  - c. Eaton
  - d. Schneider Electric
  - e. Siemens
- 4.9. Equipment identification
  - 4.9.1. Each hardware component (panel, centre and disconnect switch) must be identified by a suitable nameplate.
- 4.10. Applicable standards, codes and requirements

The list of standards and requirements is non-restrictive and applies to every stage of this project. In the event of contradiction, the stricter rule applies.

- CSA C22.1.21, Canadian Electrical Code
- Quebec Construction Code
- Safety on construction sites
  - Quebec Safety Code for the Construction Industry, (S-2.1, r.6);
  - Act respecting Occupational Health and Safety, (S-2.1);
  - Canada Labour Code, Part II, Canada Occupational Health and Safety Regulations;
  - Health Canada / Workplace Hazardous Materials Information System (WHMIS);
  - Apply all applicable policies, directives and standards.
- Any other document, regulation, code or standard applicable to this project.

#### 4.11. Other consultants and subcontractors

If consultants or subcontractors are required, the Contractor must mandate and coordinate them, and include their fees and expenses in their proposal for services.

4.12. Access to the site, the building, visit of the premises and access to the construction site.

All site visits, at any stage of the project, must be approved in writing by the AAFC Project Manager. The Contractor must notify the AAFC Project Manager in advance of any anticipated site visit. The Contractor must be accompanied by an authorized person while on site, if required by the client.

The site is accessible during the day between 7:00 am and 5:00 pm. Access to facilities must be coordinated with the RDC facilities manager.

When the contract is awarded, the Contractor must submit a list of all personnel likely to work on the site.

# 4.13. Security requirements

This requirement includes a security requirement. The Contractor will be required to possess reliability status for access to the RDC for all employees entering the site.

### 4.14. Project stages and timetable

AAFC would like all of the work to be completed by March 15, 2024.

#### 4.15. Available documents

All existing and relevant documents will be provided to the Contractor by technological means. The Contractor will be responsible for verifying the information contained therein. The documents currently identified are as follows:

- a) Original electrical construction plans;
- b) Original construction plans, other trades if required.

Reference information will be available in the language in which it is written. The reliability of the documentation cannot be guaranteed and is offered for information purposes only.

The Contractor will be provided with existing documentation to assist in the completion of this project. However, it should be noted that the existing documentation of "as-built" drawings represents the actual layout of the building systems and equipment in the early years of operation only. Since that time, there have been many changes to the building, which have not necessarily been represented in the "as-built" documentation.

The Contractor understands and acknowledges that they cannot base their findings on a review of existing documentation and that the majority of the evaluation of the existing condition will be accomplished through technical surveys and on-site observations.

Therefore, the Contractor must visit the site as many times as necessary to ensure that all work meets or exceeds the requirements of the terms of this contract to the satisfaction of AAFC.

The Contractor, however, must keep in mind that the plans of the facilities are almost non-existent, and that the best option to have exact measurements will be to conduct a field survey.

# 5. The goods and services to be rendered consist of:

Replacement of distribution panels and motor control centres

Equipment identification	Wing	Location
Power Distribution Centre (PDC) Distribution panel Cell panel (substation) 2500A 600/347V 3P	C Wing	Electrical room Basement, C-003
Power Distribution Board (PDB) Distribution panel Cell panel (substation) 2500A 600/347V 3P	B Wing	Mechanical room Basement, B-007
CD5 Motor control centre, Basement A 100A 575V 3Poles (PDB-powered)	A Wing	Mechanical room, Basement, A-002D
CD3 Motor control centre, Shed C 200A 575V 3Poles (PDC-powered)	C Wing	Mechanical room Shed C
CD4 Motor control centre, Basement C 200A 575V 3Poles (PDC-powered)	C Wing	Basement, C-010

For each distribution panel and motor control centre:

- Data acquisition and validation of voltages and amperages;
- Concrete base (adjustment if required);
- Electrical connection and wiring;
- All hardware and other mechanical and electrical components;
- Labour to carry out the work;
- Disposal of removed components.

# **Deliverables (but not limited to):**

- Equipment and components;
- Shop drawings and component data sheets;
- Maintenance manuals for new equipment;
- Descriptive list of parts used and spare parts.

Notes: AAFC wishes to obtain a turnkey contract for the completion of this project.

#### 6. Terms of payment

The Contractor must submit an all inclusive lump sum for all the work, broken down as follows:

Description	Qty	Total
Replacement of the PDC electrical distribution panel	1	
Replacement of the PDB electrical distribution panel	1	
Replacement of the CD5 motor control centre in Basement wing A	1	
Replacement of the CD3 motor control centre in wing C	1	
Replacement of the CD4 motor control centre in Basement wing C	1	
Grand total (CAD excluding taxes)		

- 6.1. Unit prices will include, but not be limited to, all site organization costs (insurance, transportation, project management and planning, financing, permits), mobilization and demobilization costs to carry out work not specifically described in the specifications or other tender documents, but deemed necessary to complete the work in accordance with the specifications and accepted practices.
- 6.2. Unit prices will include, but not be limited to, all materials, hardware, transportation, rental, equipment installation, equipment, machinery, tools, labour, including evening, night and weekend premium rates, administration fees, profits, financing, expenses to perform work not specifically described in the specifications or other bid documents, but deemed necessary to bring them into compliance with the specifications and accepted practices.
- 6.3. Unit prices will include, but not be limited to, all costs related to health and safety and environmental protection measures for workers.
- 6.4. Unit prices will include, but not be limited to, all costs related to the identification of materials deemed hazardous, the handling and transportation by sea and land of waste and residues, the treatment of waste and residues and the disposal of waste and residues from the project, such as hazardous materials (batteries, minor pollutants) and other non-hazardous waste and residues (demolition waste, cleaning waste). All waste and residues from the project must be disposed of at one or more authorized sites, depending on their nature, in accordance with the regulations and laws in force.

# 7. Photos of distribution panels and motor control centres





Distribution panel – Power Distribution Centre (PDC)





Distribution panel – Power Distribution Board (PDB)





CD3 Motor control centres - wing C (front and rear)

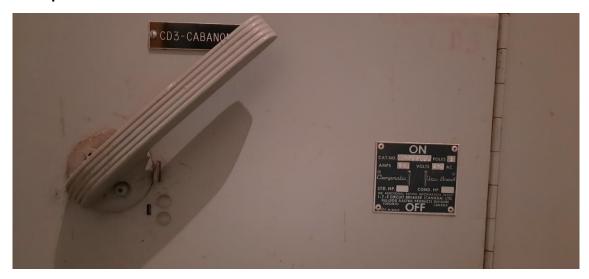


CD4 Motor control centres - wing C



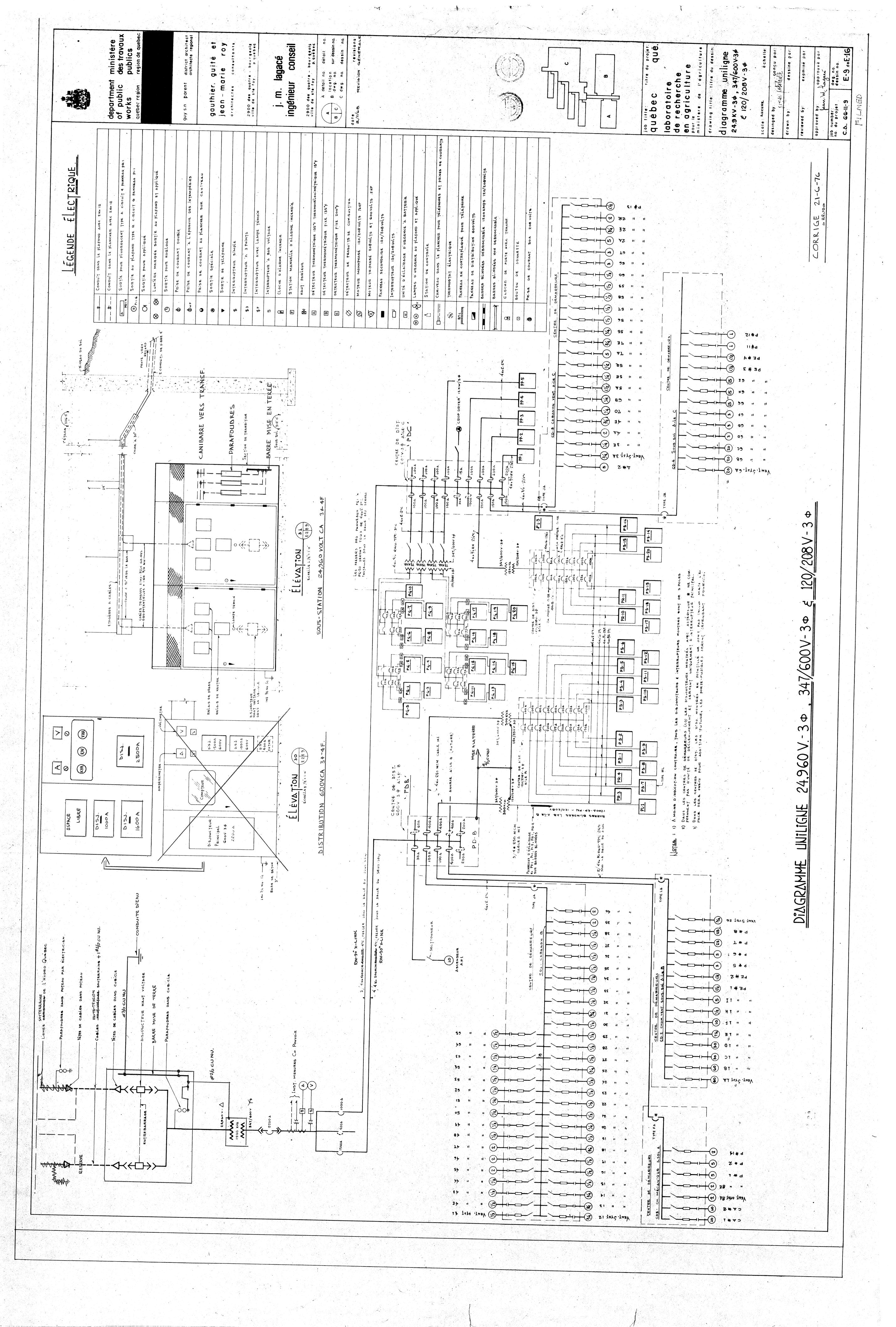
CD5 Motor control centre - wing A

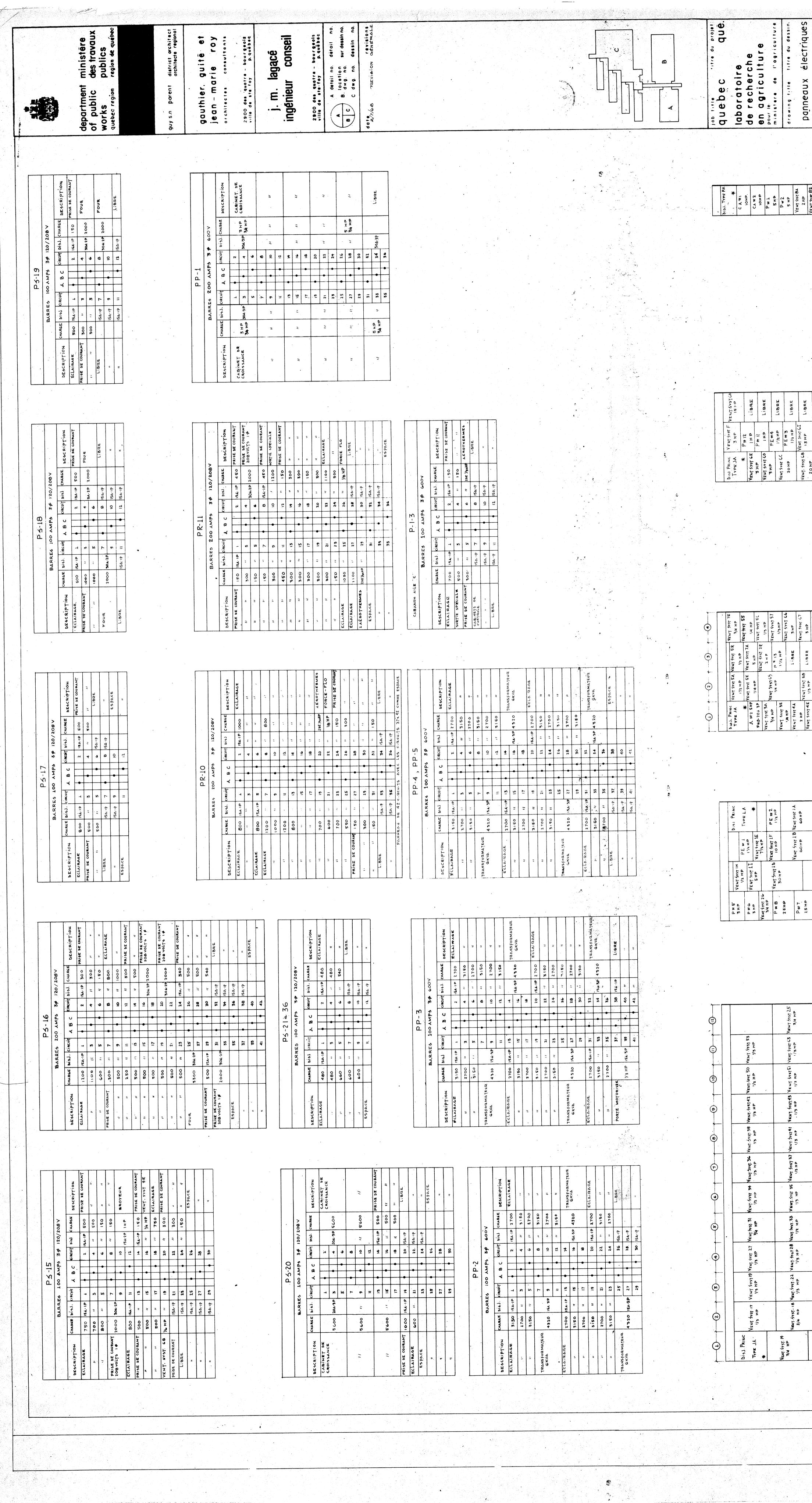
# 8. Other photos











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VENT, 5957-48 1/3 HP VENT, 595749 1/3 HP

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/ENT 5459

VENT SYSTS!

VENT 5457.43

35

47.5757 1/3 HP

647-59572 1/3.HP

ENT 5955. 1

VENT SYST 1/3 HP

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Appendix "F"

**INSURANCE TERMS** 

## **INSURANCE TERMS**

IN1	GENERAL
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- IN1.1 Worker's Compensation
- IN1.2 Indemnification
- IN1.3 Proof of Insurance
- IN1.4 Insured
- IN1.5 Payment of Deductible
- IN2 COMMERCIAL GENERAL LIABILITY
- IN2.1 Scope of Policy
- IN2.2 Period of Insurance
- IN3 AUTOMOBILE INSURANCE
- IN3.1 Scope of Policy
- IN4 BUILDER'S RISK / INSTALLATION FLOATER
- IN4.1 Scope of Policy
- IN4.2 Amount of Insurance
- IN4.3 Period of Insurance
- IN4.4 Insurance Proceeds
- IN1 GENERAL

#### IN1.1 Worker's Compensation

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

## IN1.2 Indemnification

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

# IN1.3 Proof of Insurance

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

#### IN1.4 Insured

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



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

## IN1.5 Payment of Deductible

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

#### IN2 COMMERCIAL GENERAL LIABILITY

#### IN2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000.00;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00; and
  - (c) a General Aggregate Limit of not less than \$10,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owed Automobile Policy.

#### IN2.2 Period of Insurance

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

#### IN3 AUTOMOBILE INSURANCE

#### IN3.1 Scope of Policy

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

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

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

#### IN4.1 Scope of Policy

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

#### IN4.2 Amount of Insurance

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

## IN4.3 Period of Insurance

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

# IN4.4 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 10.2 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

Appendix "G"

**CONTRACT DOCUMENTS** 

## **MAJOR WORKS - CONTRACT DOCUMENTS**

# SC01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - (c) Drawings and Specifications;
  - (d) AAFC General Conditions form AAFC / AAC5321-E:

(i)	GC1	General Provisions
(ii)	GC2	Administration of the Contract
(iii)	GC3	Execution and Control of the Work
(iv)	GC4	Protective Measures
(v)	GC5	Terms of Payment
(vi)	GC6	Delays and Changes in the Work
(vii)	GC7	Default, Suspension or Termination of Contract
(viii)	GC8	Dispute Resolution
(ix)	GC9	Contract Security
(x)	GC10	Insurance

- (e) Supplementary Conditions, if any;
- (f) Insurance Terms form AAFC / AAC5315-E;
- (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

### SC02 ACCEPTANCE AND CONTRACT

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



Appendix "H"

CONTRACT



# **CONTRACT**

Select Purchasing Office:	Title		
	Solicitation / Contract No.		Date
	Client Reference No.		
	File No.		
Your tender is accepted to sell to Her Majesty the Queen in	F:		
right of Canada, in accordance with the terms and conditions set	Financial Code(s)		○ GST ○ HST
out herein, referred to herein or attached hereto, the			QST
construction listed herein and on any attached sheets at the			
price or prices set out therefor.	F.O.B		
	Destination		
	Applicable Taxes		
Comments	Included		
	Destination		
	Invoices - Original and two co	opies to be sent to :	
	Address Enquiries to:		
	Telephone No. Ex	t. Fax No.	
Vendor / Firm Name and Address			
	Total Estimated Cost	Currency	у Туре
		CAD	
	For the Minister		
	Signature		Date(YYYY-MM-DD)



# **FORMS**

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification

# **BID BOND**

know ALL PERSONS BY THESE PRESENTS, that	BOND NUMBER:		AMOUNT:	
hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of dollars (\$	KNOW ALL PERSONS BY THESE PRESENTS, that			as Principal,
right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of dollars (\$	hereinafter called the Principal, and			as Surety,
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.  SIGNED AND SEALED this				
SIGNED AND SEALED this				
WHEREAS, the Principal has submitted a written tender to the Crown, dated the	·	_	jointly and severally, firmly by the	ese presents.
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:  (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or  (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,  then this obligation shall be void; otherwise it shall remain in full force and effect.  PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  Principal	SIGNED AND SEALED this day of	, 20		
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:  (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or  (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,  then this obligation shall be void; otherwise it shall remain in full force and effect.  PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  Principal	WHEREAS, the Principal has submitted a written tender to the Crown	i, dated the	day of	, 20,
(a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or  (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,  then this obligation shall be void; otherwise it shall remain in full force and effect.  PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.	for			
after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or  (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,  then this obligation shall be void; otherwise it shall remain in full force and effect.  PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.	NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are	such that if:		
into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,  then this obligation shall be void; otherwise it shall remain in full force and effect.  PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.	after closing date of the tender, does execute within a period spe (14) days after the prescribed forms are presented to him for sig required by the terms of the tender as accepted, and does furnis	ecified by the Crov nature, execute su sh a Performance l	vn, or, if no period be specified the uch further contractual documents Bond and a Labour and Material F	erein, within fourteen s, if any, as may be Payment Bond, each
PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.  PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.	into by the Crown for the work, supplies and services which were			
PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.	then this obligation shall be void; otherwise it shall remain in full force	and effect.		
served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.  IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.		e liable to the Cro	wn for an amount greater than the	e amount specified in
with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.  SIGNED, SEALED AND DELIVERED in the presence of:  Note: Affix Corporate seal if applicable.  Principal				d process therefore
Principal				
	SIGNED, SEALED AND DELIVERED in the presence of:		Note: Affix Corporate seal if	applicable.
Witness	Principal	_		
Witness				
	Witness	_		
Surety		_		



**CERTIFICATE OF INSURANCE** To be completed by the Insurer

CONTRACT	HISUTEI										
CONTRACT Description and locatio	n of work									Contract	t No
besorption and location of work								Contract	1110.		
										Project I	No.
INSURER						BROKER					
Company name						Company	name				
Unit/Suite/Apt.	Street number	er	Num	ber suffix		Unit/Suite	/Apt.	Stre	eet number		Number suffix
Street name			·			Street nar	me				
Street type	Street direction	on	PO E	Box or Route Nu	mber	Street typ	е	Stre	eet direction		PO Box or Route Number
Municipality (City, Tow	n, etc.)					Municipal	ity (City, Tow	n, etc.)		1	
Province/State	Postal/ZIP co	ode				Province/	State	Pos	stal/ZIP code		
INSURED						ADDITIO	NAL INSURE	 ED			
Contractor name						7.22					
Unit/Suite/Apt.	Street number	er	Num	ber suffix							
Street name	-		•			Her Maies	sty the Quee	n in riah	t of Canada a	s renrese	nted by the Minister of
Street type	Street direction	on	PO E	Box or Route Nu	mber		e and Agri-F			оторгосо	The drawn of the latest of
Municipality (City, Tow	n, etc.)					-					
Province/State	Postal/ZIP co	ode				-					
This insurer certifies contract made between Canada.	that the followir en the named in	ng policies o sured and h	of insu Her Ma	urance are at p ajesty the Que	resen en in I	t in force o	covering all nada, repre	operati sented	ons of the In by the Minis	sured, in er of Agr	connection with the iculture and Agri-Food
POLICY											
Scope of P	olicv	Numbe	r	Inception	Ex	piry Date			Limit o	f Liability	
				Date			Per Occur	ance	General Aggre	gate Limit	Products / Completed Operations Aggregate Limit
Commercial General Liabi									ggr	<b>9 -</b>	grammer ggragate zmm
Builder's Risk "All Risks"/ "All Risks											
Automobile Insurance							(not less than inclusive pe				
Other (list)											
Each of these policies incl Insurer agrees to notify He	udes the coverages er Majesty and the I	s and provisior Named insured	ıs as s I in wri	I pecified in Insuran ting thirty (30) day	ice Ter s prior	ms and each to any mate	n policy has be rial change in,	en endo or cance	sed to cover Ho llation of any po	er Majesty a licy or cove	as an Additional Insured. The erage.
Name of	Insurer's Officer	or Authorize	d Emp	oloyee			Telephone r	number		Ext.	_
	Signa	ture					Date				



# Agriculture and

## LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER:			AMOUNT:	
KNOW ALL PERSONS BY TH	ESE PRESENTS, that			as Principal,
hereinafter called the Principal	, and			as Surety,
3,	are, subject to the conditions hereinaft d by the Minister of Agriculture and Ag	•	•	•
dollars (\$	), lawful money of Canada, for the	payment of which sum, w	ell and truly to be made, th	ne Principal and the
Surety bind themselves, their h	neirs, executors, administrators, succe	essors and assigns, jointly	and severally, firmly by th	nese presents.
SIGNED AND SEALED this _	day of	, 20		
WHEREAS, the Principal has	entered into a Contract with the Crow	n dated the	day of	, 20 <u></u> ,
for				
which contract is by reference	made a part hereof, and is hereinafte	er referred to as the Contra	act.	

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
- 2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
- 3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
- 4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
- 5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.



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6. No suit or action snail be commenced nereunder by any Claimant:	
(a) Unless such Claimant shall have given written notice within the time I Surety above named, stating with substantial accuracy the amount cl registered mail to the Principal and the Surety at any place where an such persons or served in any manner in which legal process may be matter of the Contract is located. Such notice shall be given	aimed. Such notice shall be served by mailing the same by office is regularly maintained for the transaction of business by
<ul> <li>in respect of any claim for the amount or any portion thereof requ Sub-Contractor of the Principal under either the terms of the Clain the Sub-Contractor of the Principal within one hundred and twent under this Contract;</li> </ul>	mant's Contract with the Principal or the Claimant's Contract with
(ii) in respect of any claim other than for the holdback or portion ther after the date upon which such Claimant did or performed the las for which such claim is made under the Claimant's Contract with	t of the service, work or labour or furnished the last of the materials
(b) After the expiration of one (1) year following the date on which the Prunder the guarantees provided in the Contract;	incipal ceased work on the said Contract, including work performed
(c) Other than in a court of competent jurisdiction in the province or distri thereof is situated and not elsewhere, and the parties hereto hereby	
7. The amount of this bond shall be reduced by and to the extent of any page.	yment or payments made in good faith hereunder.
8. The Surety shall not be entitled to claim any moneys relating to the Cont unchanged and, without restricting the generality of the foregoing, the Su any moneys relating to the Contract held by the Crown are paid to the Su	urety shall pay all valid claims of Claimants under this Bond before
9. The Surety shall not be liable for a greater sum that the amount specified	d in this bond.
IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affix with its corporate seal duly attested by the signature of its authorized signing	
SIGNED, SEALED AND DELIVERED in the presence of:	Note: Affix Corporate seal if applicable.
Principal	
Witness	
Surety	

BOND NUMBER:

# **PERFORMANCE BOND**

BOND NUMBER:			AM	IOUNT:
KNOW ALL PERSONS BY THESE PRES	SENTS, that			as Principal,
hereinafter called the Principal, and				as Surety,
hereinafter called the Surety, are, subject right of Canada as represented by the Mi				
dollars (\$), lawful	money of Canada, for the pa	yment of v	which sum, well and truly to be i	made, the Principal and the
Surety bind themselves, their heirs, exec	utors, administrators, success	sors and a	assigns, jointly and severally, firm	nly by these presents.
SIGNED AND SEALED this	day of	, 20	0	
WHEREAS, the Principal entered into a C	Contract with the Crown date	d the	day of	, 20,
for				
which Contract is by reference made a pa	art hereof, and is hereinafter i	eferred to	as the Contract.	
the obligations on the part of the Principal otherwise it shall remain in full force and 1. Whenever the Principal shall be, and (a) if the work is not taken out of the Principal if the work is taken out of the Principal work in accordance with the Contract (i) it shall be between the Surety (ii) the selection of such completing (c) if the work is taken out of the Principal undertake the completion of the work the Crown under the Contract, (d) be liable for and pay all the excess (e) not be entitled to any Contract moneys he however, and without restricting the Contract moneys earned by the Principal Contract moneys earned by the Principal Contract moneys and without restricting the Contract moneys earned by the Principal Contract moneys earned by the Prin	effect, subject, however, to the declared by the Crown to be, Principal's hands, remedy the cipal's hands and the Crown deact provided that if a contract and the completing contractor and contractor shall be subject to cipal's hands and the Crown, a cork, assume the financial responses costs of completion of the Coneys earned by the Principal, all by the Crown, and the liable egenerality of the foregoing, rincipal or holdbacks related the eater sum than the amount sponses the Crown herein against the under the Contract is payable.	ne followin in default of default of default of directs the is entered on, and to the apparter reasonsibility on the obline of the decified in e Surety possibility of the decified in the decified in e Surety possibility of the decified in e Surety possibility of the decified in the dec	ng conditions: under the Contract, the Surety of the Principal, Surety to undertake the completed into for the completion of the word of the Crown, conable notice to the Surety, does for the cost of completion in except and date of his default on the Contract of the Completion of the Contract to the completion of the Contract to the do by the Crown may be paid to the contract to	shall: etion of the work, complete the vork, s not direct the Surety to cess of the moneys available to eact and any holdbacks relating emain unchanged provided, e satisfaction of the Crown, any the Surety by the Crown. the expiration of two (2) years
IN TESTIMONY WHEREOF, the Principa with its corporate seal duly attested by the			_	· · · · · · · · · · · · · · · · · · ·
SIGNED, SEALED AND DELIVERED in	the presence of:		Note: Affix Corpora	ite seal if applicable.
Principal		_		
Witness		_		
Surety				



# **T4-A CERTIFICATION**

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

The Contractor shall enter a [x] in one of the boxes below opposite the description that best

	[ ]	A business incorporated either fed	lerally or provincially;	
	[ ]	An unincorporated business, eithe An individual.	er as a sole proprietor or a partnership; or	
	Note	: The information provided in Se	ction 2 must correspond with that provid	led in Section 1.
	Corp	orate or unincorporated business	s or individual's name:	
	Stree	et Name or Box #:		
	City,	Town or Village:		
	Prov	ince:		
	Posta	al Code:		
2.	Cont	tractor shall complete Section 2(a	) or 2(b) or 2(c), whichever is applicable to	o its situation.
(a)	If inc	orporated:		
,		•	, or	
		GST / HST Number:		, or
		T2 Corporation Tax Numbe	r (T2N):, wl	hichever is applicable
	(b)	If unincorporated:		
		Social Insurance Number (SIN): _	, and	
		Business Number (BN): GST / HST Number:	, or , whicheve	er is applicable
			d Business Name must be the same as the	ne name associated witl
		the Revenue Canada Bus	iness Number or the GST Number.	
	(c)	If individual:		
		Social Insurance Number (SIN): _	, and	
		Business Number (BN): GST / HST Number:	, or , whicheve	er is applicable
			ame must be the same as the name as:	
3.			e examined the information provided ab dentifier (SIN, BN, GST / HST No., T2N), a	
		orrect and complete, and fully disc		are approximately under the trial