



RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:

AAFC - AAC

Bid Receiving/Réception des soumissions

Attn: Carol Rahal

aafe.espprocurement-cseapprovisionnement.aac@agr.gc.ca

INVITATION TO TENDER

INVITATION À SOUMISSIONNER

Proposal 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 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 :

Delivery Required - Livraison exigée: See herein.	Delivery Offered - Livraison proposée:
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone:	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Signature	Date

Title-Sujet: AAFC – St. John’s - Building 18 Cold Room		Date : September 22, 2023
Solicitation No. – N° de l’invitation : 01B46-23-137		
Client Reference No. - No. De Référence du Client :		
Solicitation Closes –L’invitation prend fin		
at/à:	2:00PM	EDT(Eastern Daylight Time)
on/le:	October 10 th , 2023	
Delivery – Livraison : See herein.	Taxes : See herein.	Duty – Droits : See herein.
Destination of Goods and Services – Destinations des biens et services : See herein.		
Instructions : See herein.		
Address Enquiries to - Adresser toute demande de renseignements à : Carol Rahal carol.rahall@agr.gc.ca		
Telephone No. – No. de téléphone: 514-231-3209		



CONSTRUCTION INVITATION TO TENDER

Two Phase (Standard)

Building 18 Cold Room at AAFC- St-Johns Research and Development Centre, NL

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

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

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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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>

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Agriculture and Agri-Food Canada (AAFC) intends to retain a Contractor to provide construction services for St-John's Research and Development Centre in the province of Newfoundland.

The scope of this project is to repair the vehicle ramp for access to the top level of building 18 located at the St. John's Research and Development Centre off Brookfield Road. The scope of work required from the successful contractor is to remove the concrete and asphalt surface off the top of a underground cold room. Once existing surface is removed, the contractor is to place structural fill and construct a surface consisting of both concrete and asphalt. Site grading and landscaping to match existing conditions in the proximity of the ramp. The contractor is to note that building 18 will be active during construction with AAFC personnel on site. Adjacent to the ramp is a lunchroom and a garage for fleet vehicles. Close attention should be given to work that may affect the functionality of these spaces.

It is required that this work will need to be completed no later than end of December 2023. Contractor will need to account for any construction methods required to complete during winter months, including but not limited to concrete placement.

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.

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

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 email address carol.rahall@agr.gc.ca, enquiries should be received no later than 5 working 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 email address carol.rahall@agr.gc.ca as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in G115 of R2710T, enquiries should be received no later than 5 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 OPTIONAL. The representative of the Bidder should sign the Site Visit Attendance Sheet at the site visit.

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 PWGSC-TPSGC 504) 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, Acceptable Bonding Companies.

Insert:

2. A bid bond (form PWGSC-TPSGC 504) 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, Acceptable Bonding Companies.

- 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.

5. 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 pass or fail basis. 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

S112 RECOURSE MECHANISMS

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

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

S113 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.

S114 SECURITY CLEARANCE REQUIREMENTS

There are no security requirements applicable to this solicitation or the resulting Contract.

S115 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§ion=text#appl>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions

https://www.tradecommissioner.gc.ca/tariffs_sanctions_controls-tarifs_sanctions_controles.aspx?lang=eng

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 PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

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)

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

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:

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	R2860D R2865D	(2019-05-30);
	Allowable 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:

2. A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) 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, Acceptable Bonding Companies) 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. Construction Documents:

After contract award, the Contractor will be provided with **0 copies** of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Additional copies, up to a maximum 0, 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 boa.opo@boa-opo.gc.ca, or by web at <https://opo-boa.gc.ca>.

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 <https://opo-boa.gc.ca>.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Carol Rahal
Title: Team Lead
Organization: Agriculture and Agri-Food Canada (AAFC) –Eastern Service Centre
Address: **2001 Robert-Bourassa Avenue, Suite 671-L
Montreal, QC H3A 3N2**

Telephone: 514-231-3209
Email address: carol.rahala@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

There are no security requirements applicable to this Contract.

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 French)	English <input type="checkbox"/> OR French <input type="checkbox"/>
Bidder requires the resulting contract specifications and drawings, in the following language: (Bidder must only select one language, either English or French)	English <input type="checkbox"/> OR French <input type="checkbox"/>

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 one reference project as indicated in M1. If more than one reference projects is submitted, only the first project listed will receive consideration and any others will not receive consideration.
- d. If the Bidder is a joint venture or partnership, the Bidder must submit 1 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 1 reference projects per member or partner are submitted, only the first project 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.

#	Mandatory Requirements	MET (Yes/No)
M1	<p>The Bidder must have recently completed at least 1 construction project, that must meet the following requirements:</p> <ol style="list-style-type: none"> 1. The construction was completed within the last 5 years; and 2. The construction was a federal government department within the province of Newfoundland and Labrador; and 3. The construction value was equal to or greater than \$150,000.00. <p><u>Bidder Instructions:</u> Bidder to demonstrate the above Mandatory Requirements are met by submitting one reference project using Reference Project below.</p>	

REFERENCE PROJECT:

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 completed within the last 5 years; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction for:		
i. a federal government department and,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ii. the province of Newfoundland and Labrador and,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Was the construction value equal to or greater than \$150,000.00.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

APPENDIX 2 – PHASE TWO INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> 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

1. 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

Building 18 Cold Room at AAFC- St-Johns Research and Development Centre, NL

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 <i>Appendix 1 – Phase One Qualification Form</i> .	
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 <i>Appendix 1 – Phase One Qualification Form</i> 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

\$ _____ (including mark-up, overhead & profit (*on all Work including mark-up, overhead & profit on any cash allowances*); *excluding net cost of any applicable cash allowances and excluding Applicable Taxes.*)

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 within by December 31, 2023 from the date of contract award.



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

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by Agriculture and Agri-Food Canada.				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$5M	\$10M	\$5M
Umbrella/Excess Liability				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	<input type="text"/> Date D / M / Y

General

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 Her Majesty the Queen 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.