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Solicitation No.
K4E21-13-0417



Environment Canada Environnement Canada

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**ENVIRONMENT CANADA
REQUEST FOR QUOTATION (RFQ)
REFERENCE NUMBER: K4E21-13-0417**

CLOSING DATE: August 16, 2013, 2:00 PM (Mountain Daylight Time)

PROJECT TITLE: Annual Facility Maintenance at Eureka Weather Station, Nunavut

BRANCH/DIRECTORATE: Environment Canada / Meteorological Service of Canada / Atmospheric Monitoring Division

CONTRACTING AUTHORITY:

Elizabeth Logan
Environment Canada
Materiel Management Section
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RFQ ISSUE DATE: August 1, 2013

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TERMS OF REFERENCE

TITLE: Annual Facility Work 2013 Eureka Weather Station

LOCATION: Eureka Weather Station, Eureka, Nunavut

TIME FRAME

September 04, 2013, travel from Yellowknife, NT to Eureka, NU
September 05, 2013, commence work
October 03, 2013, travel from Eureka, NU to Yellowknife, NT

SCOPE OF WORK

The scope of work encompasses all necessary certified trades for completing the Work as outlined in the Statement of Work.

STATEMENT OF WORK

BACKGROUND

Environment Canada requires the services of a general contractor at the Eureka Weather Station and at the Polar Environment Atmospheric Research Laboratory, both located at Eureka, Nunavut between September 04, 2013 and October 03, 2013, weather dependant.

The Work consists of the supply of three (3) certified tradespersons, one(1) carpenter, one(1) plumber and one(1) electrician, with experience performing their trade on commercial/industrial sites, to perform annual maintenance and construction services at the Eureka Weather Station and at the Polar Environment Atmospheric Research Laboratory (PEARL) both located at Eureka, Nunavut, dependent on the weather. The services to be performed will be based on, but not limited to, the Annual Facility work list for 2013, which will be provided to the contractor at contract award. Appendix A, attached, is a sample Work List representing task expectations to be used for reference purposes.

CONTRACTOR RESPONSIBILITIES

- The Contractor will be responsible for all travel costs for himself and for all sub-trades and sub-contractors except as noted in Environment Canada Responsibilities below. All contractor resources must be available to board the EC flight on September 04, 2013, 08:00 am Yellowknife NT MDT.
- The Contractor will be responsible for providing their own personal protective equipment, specialized hand tools and specialized hand power tools for the Contractor, all sub-trades, and sub-contractors.
- The Contractor will provide certification of Worker's Compensation coverage for Nunavut for the Contractor, all sub-trades and sub-contractors.



- Commercial General Liability insurance shall be affected by the Contractor and maintained in force throughout the duration of the Contract, in an amount of \$2,000,000.00 for the Contractor, all sub-trades and sub-contractors.
- The Contractor must provide proof, prior to departure from Yellowknife, NT/Resolute Bay, NU, of valid reliability security clearance from Environment Canada for all personnel.

ENVIRONMENT CANADA RESPONSIBILITIES

- Environment Canada will provide air travel from Yellowknife, NT/Resolute Bay, NU to Eureka, NU (September 04, 2013 weather permitting) and travel from Eureka, NU to Yellowknife, NT/Resolute Bay, NU (October 03, 2013, weather permitting) as part of EC's current, regularly-scheduled chartered flights, thereby benefitting from existing travel arrangements.
- Environment Canada will provide all meals and accommodations at Eureka.
- Environment Canada will provide all material, large equipment, and non-specialized tools.

RESTRICTIONS

The hours of work performed in a day must coincide with the hours of operation for the station to ensure the least amount of disturbance to EC shift workers and other researchers at the station. The scheduled hours of operation each day comprise of 10 hours per day from 8:00 a.m. to 9 p.m. with one hour for lunch between 12:00 and 1:00 p.m. and one hour for supper between 5:00 and 6:00 p.m. for 28 days.

INSPECTION

All work performed will be subject to inspection. The cost of inspection shall be borne by Canada.

BASIS OF PAYMENT

The basis of payment shall be on a per diem rate based on 10 hours per day with one hour for lunch between and one hour for supper for 30 days. Per diem rates apply only from date of arrival in Eureka until date of departure. Costs relating to weather/travel delays prior to the charter flight out of Resolute Bay are borne by the Contractor.

No payment will be made for time or expenses required to travel to Yellowknife, NT/Resolute Bay, NU or for weather delays prior to charter departure September 04, 2013.

ENQUIRIES

All enquiries or issues concerning this procurement must be submitted in writing only to the Contracting Authority named on the front cover page of this RFQ document not later than three (3) working days prior to the bid closing date.

To ensure consistency and quality of information to Bidders, the Departmental Representative will provide, simultaneously to all bidders to which this solicitation has been sent,

- any information with respect to significant enquiries received, and
- the replies to such enquiries without revealing their sources

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provided that such enquiries are received no less than three (3) days prior to the closing date.

All enquiries and other communications with government officials throughout the solicitation and evaluation period are to be directed only to the Departmental Representative named on the front cover of this RFQ document. Non-compliance with this condition during the bid solicitation and evaluation period may be sufficient reason for bid disqualification.



BID SUBMISSION

Reference Number: K4E21-13-0417 MUST appear on all submissions.

Cost proposal must be submitted in the following format:

Electrician \$_____ per diem x 28 days = \$_____

Plumber \$_____ per diem x 28 days = \$_____

Carpenter \$_____ per diem x 28 days = \$_____

Total \$_____ (before GST)

Bids must be submitted electronically or via facsimile to the Contracting Authority named on the front cover of this RFQ document. To be considered for evaluation, bids MUST be received by the Contracting Authority prior to the bid closing date and time listed on the front cover of this RFQ document.

PERSONNEL SECURITY

The successful Contractor MUST:

- a) Provide personal data including the full name, date of birth, present address and other data as requested by the Departmental Representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) three days of request. The Personnel Screening Consent and Authorization Form 330-23E will need to be completed for each staff member assigned to complete the work on this project.
- b) Ensure that all persons working on site hold a valid security clearance issued by Environment Canada Departmental Security.

SIGNATURE

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

Signature

Date



EVALUATION PROCEDURES AND CONTRACTOR SELECTION METHOD

B1 EVALUATION CRITERIA

The Bidder must propose resource(s) to provide the required services as specified in the Statement of Work. Proposed resource(s) will be evaluated against the following mandatory requirements.

B2 MANDATORY CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple **PASS/FAIL** (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bids which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with the Mandatory Requirements in the space provided below:

When addressing Mandatory Technical Criteria in the Bid, it is to be referenced as M1, M2, M3.

Number	Mandatory Criteria	Proposal Reference Page #.	FOR EC USE ONLY	
			Pass	Fail
	Bidder's Organization The bidder must provide a written attestation that it meets the following requirements:			
M1	Contractor must provide a written statement attesting to having a minimum of three (3) years experience in project management including the coordination of sub-trades and providing record documents.			
M2	Contractor must provide the names and contact phone numbers of two (2) client references.			
M3	Contractor must provide a list including all the names personnel and contractor or sub-contractor personnel that will be used in the			

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	completion of the work.			
M4	The Contractor must have the ability to provide three resources with commercial/industrial trade experience. One carpenter, one plumber and one electrician.			

All quotations meeting the mandatory requirements shall be evaluated based on lowest cost to Canada.

ADDITIONAL TERMS, CONDITIONS, & SPECIFICATIONS

Successful bidder will be expected to enter into a Long Form Service Contract.

All Work must meet the General Conditions – Minor Works as outlined in Appendix B.



Appendix A

K4E21-13-0417 – Typical Facilities Work

Electrician:

- Replace UV light in RO water system. (annually) New lights on sealift.
- Wire old kitchen exhaust fan that was relocated from old complex to roof over power generators in powerhouse
- Install lights over the main water pumps in the complex water tank room
- Install and replace light fixtures in powerhouse generator room (high bay light fixtures on sealift) OHS issue
- Replace electrical panel in old garage (new panel & breakers on site) OHS issue
- Install new 220v circuit for new pressure washer in old garage
- Install new 40 amp circuit outside the north side of new garage. (to plug in heavy equipment)
- Install additional 4 ceiling fans in new garage (fans on sealift) OHS issue
- Repair short in east wall receptacle & outside outlet in old garage
- Install photocells (on sealift) for:
 - All tank farm lighting
 - All hydrogen shed lighting
 - Mercury Vapour lighting on plumbing and carpenter buildings
 - compressed gas deck light
 - old garage exterior lighting
- Replace any burnt out fluorescent lights in powerhouse
- Repair fluorescent lighting in wx office 1(ballasts & bulbs have been replaced but 3 lights still flicker on & off when dimmed)
- Wire up new bulk fuel transfer pump at tank farm
- Check and replace heater in motorized valve at tank farm
- Install new circuit for bubbler in sewage lagoon
- Install new lighting on south side of powerhouse along parts room isle.
- Replace broken emergency lighting in new garage on west wall.
- relocate humidistat from mechanical room behind SAO office to SPM office
- Repair/replace the following exterior lighting and install the proper style lights : (OHS issue)
 - new garage south man door HP sodium light is intermittent when door closed
- Check all exterior light fixtures on main complex – SE corner
- Install lighting over new garage workbench
- Install new lighting at either end of shuffle board table (cannibalize & use old pool table lighting from old complex)
- Install emergency shut off switch for south furnace near south door
- Install additional circuit and then heat trace the fresh air intake screen on the roof of new complex
- Replace broken reading lights (in pairs) in transient rooms (10 new type of reading lights on sealift) save old lights for parts and reuse good lights to match other good lights to make matching pairs
- Replace ballast or entire sconce in room 215 on west wall
- Replace ceiling projector power switch at the ceiling projector (switch is on site)
- Check wiring in new ice cube machine sanitizer (sanitizer does not work)
- Check water tank alarm panel in new garage (lamp test does not work)
- Clean out electrical shack
- Advise what electrical supplies to order for sealift (be specific... page no., part no., description, quantity, etc.)

Plumber:



- Replace south overhead furnace and chimney in old garage (new furnace and chimney parts on sealift)
- Do an annual inspection and service of all oil furnaces ensuring repair of any fuel leaks at fuel tanks and furnace as necessary excluding the Nav Canada beacon site furnace.
- Remove hose from sewage lagoon and drain sewage pump before it freezes
- Reconnect sewage line in lagoon and re-strap pipe into cradle (sewage pipe blew out of cradle in strong winds)
- Install bubbler in sewage lagoon
- Install a new chimney for electric pressure washer on south side of old garage
- Connect water pump for poly water tank to supply water to electric pressure washer in old garage
- Replace bulk fuel transfer pump & motor at tank farm (new pump and motor on sealift)
- Check and repair fuel leak on flange by tank farm transfer pump
- Flush heat recovery circulation line (recreation room, weather office & kitchen) Test Ph (test kit in PH office) and add additive to lower Ph to the replacement water that was added to the heat recovery system.
- Replace heat recovery water filter on powerhouse mezzanine
- Replace polypropylene glycol (for heating coils) in mechanical room – new drum of glycol in fuel cache
- Flush out hot water tanks, check and replace heating elements (elements and other parts on sealift)
- Check (and replace if necessary) domestic hot water circulation pump
- Replace three way valve & actuator for AHU-1 heating coil if necessary (parts on sealift)
- Refurbish water softener heads (overhaul kits on sealift)
- Install new water filter for stationary eyewash station in new garage (OHS Issue)
- Secure RO tap in recreation room bar
- Re-secure shower head in south shower stall in 2nd floor men's washroom
- Tighten leaky check valve on water supply line in water tank room to garage
- Check belt & pulley on exhaust fan EF-2 in pantry
- Check belt & motor for exhaust fan EF-5 in mechanical room
- Clean and service all three humidifiers completely. Have spare tanks and elements ready for replacement (use sandblaster in garage to get rid of calcium off old elements)
- Check and service all taps in kitchen, utility room (hot water tap) and sinks
- Replace grease trap lid gasket (gasket material in laundry room more on sealift)
- Replace 2nd floor men's urinal valve with auto flush valve (valve on sealift).
- Check/install/repair weather stripping on doors of all reach-in cooler in pantry (use door weather stripping in carpenter shack)
- Replace RO membrane & clean & re-seal housing (label housing 'TO BE REPLACED ONCE PER YEAR ONLY') Replace all pre filters. Sizes of filters labeled on housings. Replace UV light.
- Pressure wash inside of sewage tank (use PEARL water tank as a water supply tank for green pressure washer) remove sludge on bottom of tank
- Inspect and if necessary re-insulate and rewrap all the joints between the sections of pipe on the sewage line
- Move radiator drain valve in weather office from west side of radiator to east (back door) side of radiator. Install isolation valves for drain valve
- fix or replace drain valve on the radiator in SPM office
- Secure toilets in women's 2nd floor washroom... specifically the east one
- Inspect and service both quads & snowmobiles
- Clean and organize plumbing shack (throw out unnecessary materials)
- Advise what plumbing supplies to order for sealift (be specific... page no., part no., description, quantity, etc.)

Carpenter:



- Replace drywall behind HUM-1 & HUM-3 with stainless steel, wood or aqua board. Drywall is all rotted
- Remove old kitchen exhaust fan from old complex and install in roof over power generators in powerhouse
- Install corner protectors in all staff bedrooms and laundry room. Install wall protector in laundry room (corner & wall protectors on sealift)
- Check and replace weather stripping if required on all Clark freezer doors (8 single 1 double in main complex & garage)
- Check all overhead doors (old garage & new garage).
- Check and service both hydrogen shed doors. Replace weather stripping on east overhead door on hydrogen bldg.
- Replace weather stripping on all overhead doors (weather strip for bottom of doors on sealift)
- Re-hang water lagoon snow fencing where required
- Repair door for water lagoon pump shack & plumbing shack (strong winds broke door latches)
- Secure siding on electrical shack and repair ceiling inside shack... after big wind storm
- Install missing reflectors on road posts between airport and station (reflectors in old garage) if any posts missing new posts on sealift
- Relocate exterior fire extinguisher from under light on incinerator building. Snow on light melts and cause extinguisher to get covered with ice. Plug up old holes where extinguisher was
- Refasten radiator cover on east wall in recreation room
- Repair wall behind light switch at bar
- Refasten towel holder in room 203
- Re-caulk around the kitchen air exhaust where it exits the building in the food pantry.
- Check and re-caulk tub surrounds in all staff bathrooms (caulking from last year is already falling off)
- Weather strip bottom of left food pantry door, still of frost build up on bottom of door during winter
- Re-cover and level pool table
- Repair legs on shuffle board table and level
- Move latches closer to the door on both man doors of new garage
- Replace damaged pegboard along west wall in new garage (new pegboard on sealift)
- Fix crack in the ceiling in the mechanical room beside the first light going into the room.
- Patch and paint the following cracks:
 - in wall of the dining room above the south window left side.
 - Dining Room – Casing behind the coffee counter need to be re caulked/sealed
 - Rec Room: Dart board window – lower right, couch window – lower right and upper right, East window – lower right, casing wall
 - Weather Office – Window casing – right hand side
 - Bear room: south facing window – upper right hand corner
 - Rm 219 – CANDAC – under window
 - Rm 218 – paint is blistering under window and a few cracks
 - Rm 217 – Hallway outer door frame – upper right
 - Rm 214 – Lower right and left of window. Forgot to paint patch from last year – left side
 - Rm 213 – Forgot to paint patch from last year – upper right window
 - Rm 211 – Hallway outer door frame – upper right
 - Men’s Washroom 2nd Floor – Crack along wall right of the emergency light, crack along the outer molding of the shower stall on the north side
 - West side of door to breeze way just above the corner protectors, both sides
 - Window by the west exit – numerous cracks around window walls
- Clean and organize carpentry shack... all lumber/drywall/materials in and around carpenter shop to be organized and stacked under lean to. Anything of no use to be thrown out.



- Advise what carpentry/hardware supplies to order for sealift (be specific... page no., part no., description, quantity, etc.)

PEARL

Carpenter

- Replace the 2 outside door deadbolt locks
- Weather-stripping on bottom of garage doors needs replacement (3 doors)
- Re-secure door closer in storage room
- Check both bathroom exhaust fans (there is a timer, but can't find a fan)

Electrician

- Repair all burnt out florescent light fixtures (~16)



General Conditions
Consulting and Professional Services

GC1 Interpretation

1.1 In the contract,

1.1.1 "Contract" means the contract documents referred to in the Articles of Agreement;

1.1.2 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;

1.1.4 "Work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;

1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;

1.1.6 "Prototype" includes models, patterns and samples;

1.1.7 "Technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

GC2 Successors and Assigns

2.1 The contract shall endure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment

3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

GC4 Time of the Essence

4.1 Time is of the essence of the contract.

4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts



of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay

4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC8.

GC5 Liability and Indemnification

5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by employees or agents employed by the Contractor due to their negligence in carrying out the services described in "Appendix A".

5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described in "Appendix A".



GC6 Notices

6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 Canadian Labour and Materials

7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 Termination or Suspension

8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.

GC9 Termination Due to Default of Contractor

9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:

(i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding



up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

(ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 In the event that Her Majesty terminates the work in whole or in part under GC91.1 , Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.

9.3 Upon termination of the work under GC9.1 , the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5 If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be Kept by Contractor

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.

10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.



GC11 Ownership of Intellectual and Other Property Including Copyright

The Contractor will grant to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the said Foreground. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.

GC12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

12.2 It is a term of the contract:

(1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and

(2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

GC13 Contractor Status

13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

GC14 Warranty by Contractor

14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 Member of House of Commons

15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

GC16 Amendments



16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC17 Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

GC18 Criminal Code Prohibitions

18.1 Subsection 748(3) of the Criminal Code prohibits anyone who has been convicted for an offense under:

- Section 121 -Frauds upon the Government;
- Section 124 -Selling or Purchasing Office;
- Section 418 -Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

GC19 Sustainable Development

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

GC20 Use of Electronic Networks

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

GC21 Confidentiality Clause

21.1 It is understood and agreed that the Contractor/Bidder shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Project Authority or his/her delegate, any information obtained in the course of the performance of the ensuing contract.

Any failure of the contractor to respect the confidentiality obligations set out in subsection 1. is a default of the contractor for which the Minister may terminate the contract for default.



Consulting and Professional Services

1.0 International Sanctions:

1.1 Persons and companies in Canada and Canadians outside of Canada are bound by economic sanctions imposed by Her Majesty. As a result, Her Majesty cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

1.2 It is a condition of this Contract that the Contractor not supply to Her Majesty any goods or services which are subject to economic sanctions.

1.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Her Majesty of the situation; the procedures applicable to force majeure shall then apply.

2.0 Other Conditions:

2.1 Lobbyist Clause

2.2 Certification -Contingency Fees:

2.2.1 The Contractor certifies that he/she has not directly or indirectly paid or agreed to pay covenants that he/she will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties;

2.2.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract;

2.2.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate the contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

2.3 In this section:

2.3.1 "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

2.3.2 "Employee" means a person with whom the Contractor has an employer/employee relationship;

2.3.3 "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is



required to file a return with the registrar pursuant to Section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

3.0 Security Requirements:

3.1 The contractor and/or personnel assigned on this contract may be required to have an Enhanced Reliability Check in accordance with the Security Policy of the Government of Canada.

4.0 Provincial Sales Tax:

4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

- | | |
|------------------------------------|-----------------------------|
| British Columbia 005521; | Newfoundland 32243-0-09. |
| Prince Edward Island OP-10000-250; | Quebec Q-398-SS-3921-1-P; |
| Manitoba 390516-0; | Ontario 11708174G; |
| Nova Scotia U84-00-03172-3; | New Brunswick P87-60-01648; |

In all other provinces, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.

5.0 Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003), shall derive any direct benefit from this Contract.

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