

REQUEST FOR PROPOSAL

RETURN BIDS TO:

Environment Canada
Procurement and Contracting
867 Lakeshore Road
P.O. Box 5050
Burlington, Ontario
L7R 4A6

Title: Site operator for Longlac, Ontario monitoring station (CAPMoN)

Date: 23 September 2013

Request For Proposal No: KM060-13-1163

Solicitation Closes

At: 14:00:00 HRS. EDT

On: 04 November 2013

Address Enquiries To: Heidi Noble

Telephone No: (905) 319-6982

Facsimile No: (905) 336-8907

E-Mail: Heidi.Noble@ec.gc.ca

CONTRACTOR NAME & ADDRESS

(Print or type complete legal entity)

.....
.....
.....
.....
.....
.....

Telephone No:

Facsimile No:

I (We), the undersigned, hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Environment, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services and/or supplies listed herein and on any attached sheets at the price(s) set out therefor.

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

.....
Signature

.....
Date

SECTION 1 PROPOSAL INSTRUCTIONS

1. RECEIPT

The specified office will receive the sealed proposals or revisions up until the time and date specified on page 1 of the Request For Proposal.

2. UNACCEPTABLE

Proposals received after the proposal closing time will not be considered.

Faxed and Electronic proposals will **not** be accepted.

Proposals **NOT** submitted with a duly completed Financial Proposal (Offer of Service) form in the format specified by the Department will not be accepted.

Incomplete proposals will be considered non-responsive and rejected, and will not be evaluated further.

Any Financial Proposal (Offer of Service) that exceeds the stated ceiling or maximum price, if any, shall be considered non-responsive and rejected.

Proposals not signed on page 1 of the Request For Proposal document shall be considered non-responsive and rejected.

3. ACCEPTANCE

The Department will not necessarily accept the lowest priced or any of the proposals submitted.

4. COMPLETION

The Request For Proposal document must be completed, **in duplicate**, and submitted in the format presented by the Department

Proposals must include the following:

- a) an indication of an understanding of the objectives and responsibilities, a methodology and a time schedule as it relates to the requirements;
- b) a Corporate resume indicating relevant experience, the proposed personnel for the work team including their curriculum vitae;
- c) a list, if applicable, of subcontractor(s) including full names and address, portion(s) of work to be subcontracted and relevant firm experience.

Proposals which do not contain the above-mentioned documentation or deviate from the prescribed costing format shall be considered incomplete and non-responsive and shall be rejected.

It is the bidder's responsibility to ensure his/her complete understanding of the requirements and instructions specified by the Department. In the event clarification is necessary, bidders are advised to contact the Contracting Authority prior to making their submissions.

4. REFERENCE

If your proposal is of \$200,000 or more and your organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or your proposal will not be considered.

The Department of Environment reserves the right, before awarding the Contract, to require the Contractor to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the contractor.

5. ENQUIRIES

All enquiries regarding the solicitation must be submitted in writing to the Contracting Authority named on page 1 of this document as early as possible in the solicitation period. Enquiries must be received no less than eight (8) calendar days prior to the closing date to provide sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the closing of date of the solicitation.

All enquiries and other communications with government officials through the solicitation period are to be directed **ONLY** to the Contracting Authority named on page 1 of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

SECTION 2 FINANCIAL PROPOSAL

OFFER OF SERVICE

1. PROFESSIONAL SERVICES AND ASSOCIATED COSTS

1.1 Professional Services

The following is a breakdown for the Professional Services (show fee structure all-inclusive of profit and overhead). Overhead includes indirect costs such as liability insurance and days not worked due to statutory, sick, vacation and self-development days.

For the period of 11 November 2013 to 30 September 2014

<u>Name (& Title) of Personnel</u>	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$

For the period of 01 October 2014 to 30 September 2015

<u>Name (& Title) of Personnel</u>	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$

For the period of 01 October 2015 to 30 September 2016

<u>Name (& Title) of Personnel</u>	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$

1.2 Travel Expenses

N/A

Reimbursable at cost in accordance with the attached Treasury Board Travel Directive that is in effect at the time of travel (refer to Appendix A for current rates) and supported by receipts, vouchers, or other appropriate documents, to a financial limitation of:

\$ _____

My/Our estimate for travel expenses is based upon the following anticipated travel requirements:

1.3 Subcontractors

List subcontractors, including all direct charges and travel and living costs which will be to the account of the subcontractor:

Total estimated subcontractors: \$ _____

1.4 TOTAL TENDER PRICE
(Canadian Currency)

\$

+ HST \$ _____

TOTAL \$ _____

As a general rule, federal departments obtain services free of provincial ad valorem tax.

- 1. The Offer of Service will remain firm for a period of sixty (60) calendar days after the tender closing date.
2. Any resultant contract is for services, and will not be an employment contract. You must make your own arrangements for Canada Pension Plan, Unemployment Insurance, Workers' Compensation, Income Tax, Liability Insurance, etc. Your daily or hourly rate should reflect those overhead costs, as well as days not worked due to statutory, sick, vacation and self-development days.
3. Payment for professional services and associated costs will be effected upon completion, and acceptance by the departmental representative, or each phase of the work, and the submission of an invoice(s) detailing the work completed and delivered to date.

4. **Liability Insurance:** Your attention is drawn to the Liability and Indemnification clauses in the General Conditions. It is recommended that your financial proposal include the cost of obtaining adequate contractor's Liability Insurance to protect yourself and Her Majesty from liability claims brought by third parties, and for loss and or damage to Crown property for which you may be legally liable.

SECTION 3 REQUIREMENT/ STATEMENT OF WORK

1. REQUIREMENT

To provide daily sample collection services in accordance with the Statement of Work detailed herein.

2. PERIOD OF CONTRACT

The proposed contract will be from the date of contract award, approximately 11 November 2013 to 30 September 2014

Option to Extend Contract

It is understood and agreed that the contractor grants to Environment Canada the irrevocable option to extend the term of the proposed contract for two one year periods for the following dates of 01 October 2014 to 30 September 2015 and 01 October 2015 to 30 September 2016 under the same terms and conditions. Environment Canada may exercise this option at any time by sending a notice to the contractor at least fifteen (15) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provisions of the contract.

3. BASIS OF PAYMENT

Should a contract be awarded, the basis of payment will be determined using the bidder's Financial Proposal as per Section 2.

The maximum budget allocated for this project shall not exceed \$103,700.00 (HST extra), (including all labour, associated costs, travel, and subcontractors). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.

4. METHOD OF PAYMENT

Payment will be made monthly, in arrears, upon submission of a detailed invoice indicating work completed to date, and upon acceptance of the work and invoice by the Scientific Authority prior to invoice payment.

5. CONTRACTING AUTHORITY

Heidi Noble
Contracting Officer
Procurement & Contracting
Environment Canada
Canada Centre For Inland Waters
867 Lakeshore Road
Burlington, Ontario
L7R 4A6

Telephone : (905) 319-6982
Fax: (905) 336-8907

6. STATEMENT OF WORK

Background:

Environment Canada operates an environmental monitoring station near Longlac, Ontario. It is a research and monitoring station which forms part of Environment Canada's national network of CAPMoN stations. The primary focus of this monitoring station is the daily collection of precipitation samples. Data is collected via both automatic and manual samplers. A contract operator is required to attend to the station to retrieve the precipitation samples and weigh, seal, comment on, and store the samples according to the CAPMoN Standard Operating Procedures (SOP's). The precipitation samples are then packaged and shipped for analysis to the CAPMoN National Laboratory located in Toronto, Ontario, once every two weeks. There could be a requirement to set out and retrieve passive samplers on a weekly basis in the future. Other daily duties include reading and recording of various gauges, diagnostics, and regular servicing, troubleshooting, and minor repair of a variety of monitoring equipment. Snow clearing of the access road from Kenogamisis Dam Road to fenced compound area as required.

General Statement of Work

1. The contract operator (hereinafter referred to as either the 'operator' or 'contractor') will be responsible for servicing:
 - a. Precipitation Collector: The daily precipitation collector must be serviced daily between 7:00 and 9:00 AM, Eastern Standard Time (sample collection times do not revert to day light saving times). This includes replacing the precipitation sample bag, sealing and refrigerating the sample, reading the rain and snow gauge and filling out the CAPMoN Sample History Form.
2. On-site training will be provided. After thirty days the contractor will be required to pass certification by the CAPMoN Authority. Failure to pass certification will result in the termination of the contract.
3. The operator will be responsible for packaging and shipping by courier to the CAPMoN National Laboratory in Toronto, Ontario. The precipitation samples are packaged in coolers and shipped every two weeks. The operator is also responsible for picking up empty shipping containers at the closest Canada Post outlet.

The operator will be supplied with preprinted manifests but will be responsible for ensuring the samples are delivered to or picked up by the designated courier. The operator is not responsible for shipping expenses.

4. Ongoing simple equipment maintenance and minor repairs at the sampling site is required of the Contractor. This equipment is very reliable and seldom needs unscheduled repairs.
5. The operator is responsible for some of the routine site maintenance including keeping the sample hut clean, clearing the snow off the sampling hut stairs and deck, and grass cutting to keep the vegetation within the fenced or designated compound area at an acceptable height. The general cleanliness of the immediate sampling location is the responsibility of the contractor, including the removal of garbage/waste from the site.

These tasks must be carried out in proximity of sensitive and expensive research and monitoring equipment, and it is essential that the Contractor understand the need to avoid adverse effects on the data.
6. The operator must have knowledge of daily local weather conditions. That knowledge is usually acquired by living in the immediate area.
7. The site operator is required to report by phone once per month to the CAPMoN Authority. The site operator will be supplied with a phone number and name for emergencies. Solely the CAPMoN Authority shall make any and all changes to the sampling program. All changes shall be made know to the contractor, either orally or in writing, or both.

General Conditions

1. The contractor must supply at least two people, a Primary and a Back-up operator. The back-up operator is required to service the measurement site at least once per month.
2. The Primary operator and Back-up Operator(s) must be proficient in English, both written and oral.
3. All site operators (including the designated backup) must make themselves available for two inspections each year as well as for certifications as required. The inspections will be during normal sample collection periods and should take less than 2 hours each.
4. Smoking is not permitted within 500 meters of the compound. Vehicles shall not approach closer than the designated parking area. The Contractor shall not enter the building with contaminated clothing or footwear.
5. The Contractor shall not bring toxic or contaminating compounds such as oil based products, soaps, disinfectants, or insect repellents to the CAPMoN station. No paints, solvents or glues shall be used onsite or in the vicinity of the compound.
6. The Contractor shall clean and wash the interior of the building when required using only distilled or de-ionized water as supplied by Environment Canada and dust shall be swept or vacuumed.
7. The Contractor shall contribute to the security of the site by adhering to the use of locks where applied. Any suspicious activity or tampering of the site equipment shall be reported to the regional inspector, as should any event or activity that may compromise the sampling integrity.

Details of Work to Be Performed:

For the Canadian Air and Precipitation Monitoring Network (CAPMoN):

1. CAPMoN Precipitation Sampling, Shipping, and Maintenance Instructions:

- 1.1. The instruction outlined in the statement of work for this contract is of a general nature. All sampling, shipping, and maintenance shall be performed in accordance with the Site Operations Reference Manual - Precipitation, CAPMoN, April 1985; the CAPMoN Precipitation Sampling Standard Operating Procedures; and in accordance with any amendments to the aforementioned manual. The daily routine may involve additional collectors, passive samplers and various climatological and meteorological instruments.

2. Precipitation Sample Collection Procedure:

- 2.1. The contractor will walk to the CAPMoN site from the designated parking area, which is between 50 and 100 meters from the instrument compound.
- 2.2. Sampling from the daily collectors will be done on a daily basis, and the procedures will be followed regardless of whether precipitation has occurred during the past 24 hours or not. The sample history forms are to be completed every day. Prior to making a daily sample change, a clean plastic bag must be placed in the spare collector buckets in the sample handling hut using the procedures outlined in the CAPMoN SOP's.
- 2.3. The site will be visited daily between 0700 and 0900 hours Eastern Standard Time (all functions and records remain on EST all year long). Upon arrival at the sampling site, even if precipitation is presently occurring, the following procedure is to be followed:
 - a) Check all precipitation collectors for normal functioning.
 - b) Remove collector buckets containing the past 24-hour's sample from the collectors.
 - c) Removes bucket lids from new collector buckets and place these on the collector buckets containing the last 24 hours sample.
 - d) Install the new collector buckets onto the precipitation collectors.
 - e) Measure the amount of precipitation (rain, snow, or mixed) in the appropriate precipitation gauge and record that amount.
- 2.4. Upon returning to the storage building the following procedures will be followed to prepare the samples for storage and later shipment:
 - a) Remove the bucket lids from the collector buckets and discard the used lid bags.
 - b) Using clean disposable gloves, remove the sample bags from the collector buckets while avoiding unfolding the top of the sample bags.
 - c) Place the sample bags, whether dry or containing precipitation in the heat sealer.
 - d) Remove all the air from the bags and seal them close to the top of the sample. Large samples (500 grams or more) shall be partitioned as per CAPMoN SOP's to prevent breakage and loss during shipment.
 - e) Affix correct numbered label to the outside of the bags.
 - f) Check the weighing scale with the 200-gram reference weight and record indicated weight on the sample history form.
 - g) Place the sealed sample bags on the scale and record its weight on the sample history form.
 - h) Place the sample bags, whether dry or containing precipitation into a plastic container and store in the refrigerator.
 - i) Complete all required entries on the sample history form using appropriate codes, and using one line for each day.

3. CAPMoN Collector Maintenance

- 3.1. The contractor shall perform routine maintenance to ensure that the CAPMoN collector is functioning properly, is kept clean, and (in winter) is kept free of ice and snow. On a daily basis the Contractor shall ensure that:
 - a) Sensor grids are checked, cleaned with water as required, or replaced as required.
 - b) Snow and ice is removed to prevent a build up that would obstruct the proper operation of the collector.
 - c) The underside of the lid cover is lined with a clean gasket; the contractor will check daily for damage, condensation and dirt, and will replace as necessary. The lid cover gasket is normally changed on the first Tuesday of every month.
 - d) The lid movement is checked daily for proper operation of the electric motor drive, smooth motion and proper start/stop switching.
 - e) The Contractor will perform other maintenance or repair as directed by the designated CAPMoN Authority (hereinafter referred to as the CAPMoN Authority or Inspector Designate).

- 3.2. If the CAPMoN collector or associated equipment is found to be operating abnormally, or ceases to operate completely, the Contractor shall contact the assigned "Inspector Designate" for further advice or action.
- 3.3. Unless specifically instructed so, the Contractor should not have to open the motor drive cover of the collector to perform maintenance. This will normally be carried out by the "Inspector Designate" on a periodic basis, or as required when called by the Contractor.
- 3.4. Equipment failures or supply shortages shall be reported immediately to the "Inspector Designate".
- 3.5. The Contractor and secondary observer will be available to accompany an Inspector on site for maintenance and training for a total not exceeding 10 additional hours throughout the year.
- 3.6. Every second Tuesday the samples are placed in the sample shipping boxes provided and sent that day, via courier, to the CAPMoN Laboratory using the following procedures:
 - a) Pack the plastic containers containing the sample bags into the shipping boxes.
 - b) When there are too few samples available to fill the shipping box use empty containers.
 - c) Pack a number of frozen ice packs in the side of each shipping box.
 - d) Pack two copies of the sample history form in a zip-lock bag and place on top of the containers.
 - e) Insert a foam-insulating lid into the box and tape the box shut.
 - f) Complete a Courier Bill of Lading and take, or arrange for pick up, for shipment to:

CAPMoN Precipitation Samples
Environment Canada
4905 Dufferin Street
Toronto, ON. M3H 5T4

4. Snow Clearing:

- 4.1. Snow clearing of the access road from Kenogamisis Dam Road to fenced compound area as required and needed with removal/push back if necessary.
- 4.2. Snow clearing shall be quoted on a per trip basis up to a maximum of twenty (20) snow clearing trips per year
- 4.3. Snow clearing shall be invoiced monthly as a separate item.

Requirements

1. Previous experience collecting environmental samples or some acceptable combination of education and/or experience.
2. A backup operator is required.
3. The contractor must be able to document local weather conditions requiring the contractor to reside in the immediate vicinity of the site.
4. This position requires that the contractor be fluent (oral and written) in English.

Conditions

1. All Contractors will be required to have a personnel screening check with the Environment Canada. This is a requirement to enter government facilities and use the equipment supplied by the government. The security check could mean that further checks with the local police authorities may be required. Fingerprinting costs if required will be the responsibility of the contractor.
2. Proof of \$2M liability insurance will be required when the contract is awarded.
3. The contractor must ensure that the issue of working alone at an isolated location is addressed. This issue is often addressed by ensuring that a buddy type system is in place such that someone is responsible for ensuring that the site operator has safely returned from the sampling site each day.

7. EVALUATION OF BIDS

Environment Canada will evaluate the bids received based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) assessment of all deliverables including technical solicitation;
- c) other criteria (i.e. delivery date, price for a technically compliant proposal).

7.1 Evaluation Criteria

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

Mandatory Criteria

1.	Proof of a valid Ontario driver's license should be submitted with any response.
2.	Proof of liability insurance (a letter from a licensed Insurance Broker indicating that a quote has been received is required with all responses). Proof of liability insurance will be required when the contract is awarded.
3.	Before award of a contract, the Bidder will be required to have a personnel screening check with the Environment Canada. The security check could mean that further checks with the local police authorities may be required. Fingerprinting costs if required will be the responsibility of the contractor.

Rated Criteria

Points

Technical

1.	Previous experience collecting environmental samples or an acceptable combination of education and/or experience.	20
2.	A backup operator is required and must be included in any proposal. All proposed operators shall be identified.	15
3.	The Bidder is able to provide the service between 0700 and 0900 EST, 365 days per year.	10
4.	The contractor must be able to document local weather conditions requiring the contractor to reside	10

	in the immediate vicinity of the site.	
5.	A minimum of two references or previous clients who would be familiar with the quality of work and reliability of the contractor are required.	10
6.	This position requires that the contractor be fluent (oral and written) in English.	10
7.	Reliable transportation (truck or car). A description of the transportation to be used to fulfill the requirement of the contract is required.	10
8.	The contractor must ensure that the issue of working alone at an isolated location has been addressed and document how that will be fulfilled in writing as part of the bid package. This issue is often addressed by ensuring that a buddy type system is in place such that someone is responsible for ensuring that the site operator has safely returned from the sampling site each day	15
	Total	100

Your technical proposal should be concise and should address the following points. Your attention is drawn to the previous clause entitled "Evaluation Criteria", against which the technical proposal will be evaluated.

- (a) State your approach and proposed methodology to meet the requirement, the degree of success expected, and any major difficulties that are anticipated. It is suggested that you provide sufficient detail to demonstrate your grasp of the problems and your competence to solve them.
- (b) State your request, if any, for deviations from the requirements specifying the reason for such deviations.
- (c) Identify the personnel who will be assigned to this requirement showing experience, education and qualifications.
- (d) Specify how you propose to control the management of the program identifying the project manager who will be responsible for overall control.
- (e) Outline the background and experience of organization, particularly as it relates to this requirement. Include any technical literature, and/or brochures.
- (f) Prepare detailed Work Plan in accordance with the tasks described in the Statement of Work attached.

Cost

Proposals will be evaluated out of 100%

The proposal with the highest technical points receives the maximum 70%, and all lower technical proposals will be pro-rated relative to the bid with the highest technical points.

The proposal with the lowest price receives the maximum 30%, and all higher priced proposals will be pro-rated relative to the lowest price.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

Proposals totaling more than \$103,700.00 (including all labour, associated costs, travel, and subcontractors) + HST will not be considered.

The price proposal should indicate a detailed breakdown of the total quoted price. The price proposal should address each of the following as applicable:

- (a) Labour:
- (b) Equipment:
- (c) Supplies:
- (d) Subcontracts: List individually any subcontracts proposed, describing the work to be performed and giving a cost breakdown.

The Bidder is to supply a per day charge which includes all requirements as set out in the Statement of Work. The daily charge should reflect all expenses related to the contract for each year quoted (total yearly expenses/365 days). The Bidder is to submit a monthly invoice which reflects the number of days for which service were delivered in each month upon completion of those services. The annual total will include the following:

- a. Travel expenses to and from the CAPMoN site such as vehicle maintenance, fuel and insurance.
- b. Expenses related to the bi-weekly delivery of samples and pick-up of shipping containers to the nearest Post Office or Purolator Courier location
- c. Expenses related to compensation for labour
- d. Expenses related to liability insurance

7.2 **Basis of Selection**

Any proposal not meeting the mandatory requirements of the Request for Proposal will be considered non-responsive and will be given no further consideration. Environment Canada will cease evaluating your proposal as soon as it is determined that your bid is non-compliant.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements of the Request For Proposal.

SECTION 4 TERMS OF PAYMENT

TP1 BASIS OF PAYMENT

- 1.1 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

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- 1.2 Travel, living and other miscellaneous expenses that are a direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for markup or profit.

Original invoices or certified true copies must be submitted for reimbursement.

Travel and living expenses shall be reimbursed in accordance with Treasury Board guidelines.

All such expenses require the prior approval of the Departmental Representative.

TP2 METHOD OF PAYMENT

- 2.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.
- 2.2 Payment by Her Majesty to the Contractor for the work shall be made:
- 2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- 2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- 2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

TP3 PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

- 3.1 In this section, an amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.
- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.

3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the “Average Rate” plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.

3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

TP4 GOODS AND SERVICES TAX

The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is, unless otherwise indicated herein, excluded from the contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST or HST paid or due to Revenue Canada. All invoices submitted containing GST or HST will list GST or HST as a separate item or contain a statement that GST or HST is included in the invoice price.

SECTION 5 GENERAL CONDITIONS

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;

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- 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

The contract shall ensure 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 plans 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 endeavour 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 wilful 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 herein.
- 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 herein.

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 **GC9.1**, 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 **GC8.1**.

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

N/A

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

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

- 17.1 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

Subsection 784(3) of the Criminal Code prohibits anyone who has been convicted for an offence 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 ECOLOGO

- 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 The parties anticipate that it may be necessary to transfer to each other information relating to the Licensed Process, Patents, Trade-Mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during the life of this Agreement and for a period of five years after expiration or termination of this Agreement. Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

SECTION 6 SUPPLEMENTAL CONDITIONS

1. INTERNATIONAL SANCTIONS

- 1.1 Persons and companies in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

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

- 1.2 The Contractor must not supply to Canada 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 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 Canada of the situation; the procedures applicable to the force majeure shall then apply.

2. NO BRIBE

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

3. SECURITY REQUIREMENTS

3.1 The Contractor and/or personnel assigned on this Contract must have a Basic Reliability Check in accordance with the Security Policy of the Government of Canada.

4. 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
Prince Edward Island	OP-10000-250
Manitoba	390516-0
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Ontario	11708174G
Quebec	Q-398-SS-3921-1-P
Newfoundland	32243-0-09

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.

Federal Contractors Program for Employment Equity

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contract Regulations* (GCRs) (currently \$25,000 including applicable taxes) by Human Resources Development Canada-Labour (HRDC-Labour), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE) for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

Signature of authorized representative: _____

The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.

Former Public Servant Certification – Competitive Requirement

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date