

**AGRICULTURE AND AGRI-FOOD CANADA**

**REQUEST FOR PROPOSAL**

Development of 2500 recombinant inbred *B. rapus*  
lines

**CLOSING DATE and TIME :**

**February 25, 2014**

**14:00 Regina Time  
(CENTRAL STANDARD TIME)**

**SOLICITATION # : 01R11-14-S066**

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## GENERAL INFORMATION

### 1.0 INTERPRETATION

In this Request for Proposal (RFP),

**‘Canada’, ‘Crown’, ‘Her Majesty’, ‘the Government’ ‘Agriculture and Agri-Food Canada’** or **‘AAFC’** means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;

**‘Contract’** or **‘Resulting Contract’** means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**‘Contracting Authority’** or **‘authorized representative’** means the AAFC official, identified in Article 2.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

**‘Contractor’** means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

**‘Minister’** means the Minister of Agriculture and Agri-Food Canada or anyone authorized to act on his behalf;

**‘Technical / Project Authority’** or **‘authorized representative’** means the AAFC official, identified in Article 3.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a written Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Contract, and; review and inspection of all invoices submitted;

**‘Proposal’** means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

**‘Proposer’, ‘Bidder’** or **‘authorized representative’** means a person or entity submitting a Proposal in response to this RFP;

**‘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;

## **PART I: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 ACCEPTANCE OF TERMS AND CONDITIONS**

The Minister of Agriculture and Agri-Food Canada will only consider proposals which accept Agriculture and Agri-Food Canada's terms and conditions.

The General Conditions attached in Appendix A and the Resulting Contract Clauses as set out in Part III of this RFP shall form part of any resulting contract.

### **2.0 COST OF PROPOSAL PREPARATION**

The cost to prepare the proposal will not be reimbursed by Agriculture and Agri-Food Canada.

### **3.0 ELECTRONIC SUBMISSIONS**

Due to the nature of this RFP, electronic transmission of proposals by such means as electronic mail or facsimile to Agriculture and Agri-Food Canada is not considered to be practical and therefore will not be accepted.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.

Written Enquiries and issues must be received by the below Contracting Authority on or before **2:00 pm** local Regina time, **February 11, 2014** to allow sufficient time to provide a response. Enquiries or issues received after that time will not answered.

#### **Contracting Authority :**

Annette Haider, Procurement Officer

E-mail: [annette.haider@agr.gc.ca](mailto:annette.haider@agr.gc.ca)

To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all proposers to which this solicitation has been sent, any information with respect to significant enquires received and the replies to such enquiries without revealing the sources of the enquiries.

All enquires and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of a proposal.

Meetings will not be held with individual proposers prior to the closing date / time of this RFP.

## **5.0 PROPOSAL SUBMISSION DEADLINE**

The proposal **MUST** be delivered to and received by the Contracting Authority no later than **2:00 p.m. (Regina time) CST February 25, 2014** at the following location. The envelope containing the Proposals must be addressed / labelled as follows :

Agriculture and Agri-Food Canada  
Western Service Centre  
300 - 2010 - 12<sup>th</sup> Avenue  
REGINA SK S4P 0M3

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## **6.0 RIGHTS OF CANADA**

Canada reserves the right to :

- a) accept any proposal in whole or in part, without prior negotiation with the selected proposer;
- b) revise or amend this RFP at any time prior to the submission deadline. Such revision or amendments, if any, will be announced by addendum or addenda. Canada also reserves the right to extend the RFP deadline by providing public notice of the extension and by notifying all those who have already submitted a proposal, if any have been submitted by that time. If any extension is made, it will apply to all equally;
- c) reject any or all proposals when such rejections is in the interest of Canada. The determination of what is in the interest of Canada is made in the sole discretion of the Minister of AAFC ("the Minister) or the Proposal Evaluation Panel;
- d) cancel and/or re-issue this requirement at any time;
- e) ask the proposer to substantiate any claim made in the proposal;
- f) enter into negotiations with one or more proposers on any or all aspects of their proposals;
- g) award one or more contracts;
- h) retain all proposals submitted in response to this RFP.

## **PART II : PROPOSAL PREPARATION**

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED :

The Proposal Package must be structured in **TWO (2) Sections** as follows :

### **1.0 PROPOSAL SUBMISSION :**

One (1) Original hard Copy of the Proposal Submission shall be in a separate sealed envelope labelled :

**“PROPOSAL SUBMISSION” Solicitation # 01R11-14-S066**

This envelope **MUST INCLUDE** one (1) copy of each of the following :

- A. A Title Page
- B. A Table of Contents
- C. Point Rated Criteria
- D. Annexes A, B and C - Certification Requirements

In order for a proposal to be considered responsive, the certifications attached in **“Annexes A, B and C”** will be required. The certifications must be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required.

Compliance with the certifications the proposer provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Proposer’s compliance to the applicable certifications before and after award of a contract. If it is determined that any certification made by the Proposer is untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

### **2.0 FINANCIAL PROPOSAL :**

One (1) Original hard Copy of the Financial Proposal shall be **in a separate sealed envelope labelled :**

**“FINANCIAL PROPOSAL” Solicitation # 01R11-14-S066**

The consultant’s proposal shall include a detailed cost breakdown based on the Statement of Work (Appendix B) and all phases of this project.



This amount shall represent the maximum obligation of AAFC in terms of the contract and shall therefore include all aspects of the services to be rendered, including all costs and expenses associated with full execution of the services as well as the usual risks, obligations and responsibilities of the bid, general costs and all other applicable expenses, as well as the profits.

The Financial Proposal shall be a firm all inclusive amount, including but not limited to any fees paid to sub-contractors. No other costs, fees or expenditures will be refunded to the company under any contract issued. The Proposer must submit a detailed cost breakdown in accordance with the Appendix B (Statement of Work).

Therefore the costing that must be included in the Financial Proposal is for professional fees; disbursements; travel, if applicable; and taxes; as detailed below.

a) Professional fees

The Proposer is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note the professional fee is to include: overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Proposer is to list their direct out-of-pocket expenses, sub-contracting, materials, etc., which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead will not be added in the cost.

c) Travel (Not applicable)

There will be no provision for travel under the resulting contract.

d) Taxes (GST and HST)

All taxes must be included, where applicable, and shown separately in the proposal.

## **PART III : RESULTING CONTRACT CLAUSES**

### **1.0 GENERAL CONDITIONS**

The General Conditions attached in 'Appendix A' shall form part of any resulting contract.

### **2.0 CONTRACTING AUTHORITY**

The Contracting Authority for this Contract is :

Annette Haider, Procurement Officer  
Agriculture and Agri-Food Canada  
Western Service Centre  
300 - 2010 - 12<sup>th</sup> Avenue  
REGINA SK S4P 0M3

Tel. : (306) 523-6544

Fax : (306) 523-6560

E-mail : [annette.haider@agr.gc.ca](mailto:annette.haider@agr.gc.ca)

The Contracting Authority is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

### **3.0 PROJECT AUTHORITY**

The Project Authority for this Contract is :

To be provide at Contract Award

The Project Authority is responsible for all matters concerning the technical content of the Work under this contract. Any proposed changes to the scope of the work are to be discussed with the Project Authority, but any resulting change can only be confirmed by a written contract amendment issued by the Contracting Authority prior to commencing new work.

#### **4.0 PRIORITY OF DOCUMENTS**

The documents specified below form part of and will be incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. The Articles of Agreement, including the clauses set out in Part 3 of this RFP
2. The General Conditions, Appendix A of this RFP
3. The Statement of Work, Appendix B of this RFP
4. Certification Requirements, Annex A of this RFP
5. Contractor's Proposal (Technical and Financial)

## GENERAL CONDITIONS

## APPENDIX A

### GC1. INTERPRETATION

- 1.1 In the contract,
- 1.1 "**Applicable Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
- 1.2 "**Canada**", "**Crown**", "**Her Majesty**" or "**the Government**" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
- 1.3 "**Minister**" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.4 "**Party**" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.5 "**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.

### GC2. POWERS OF CANADA

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### GC3. GENERAL CONDITIONS

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### GC4. CONDUCT OF THE WORK

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;

- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
  - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
  - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
  - (c) Ensure that the Work:
    - (1) is of proper quality, material and workmanship;
    - (2) Is in full conformity with the Statement of Work; and
    - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

## **GC5. INSPECTION AND ACCEPTANCE**

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

## **GC6. AMENDMENTS AND WAIVERS**

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

#### **GC7. TIME OF THE ESSENCE**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **GC8. EXCUSABLE DELAY**

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 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 Minister, 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.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is un-liquidated at the date of the termination.

- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
  - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

#### **GC9. TERMINATION OF CONVENIENCE**

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, 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.
- 9.4 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 Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

## **GC10. TERMINATION DUE TO DEFAULT OF CONTRACTOR**

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) To the extent permitted under law, if 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 a statute relating to bankrupt or insolvent debtors; or
- c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1 (c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

## **GC11. SUSPENSION OF WORK**

The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

## **GC12. EXTENSION OF CONTRACT**

12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.



12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.

12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

## **TERMS OF PAYMENT**

### **GC13. METHOD OF PAYMENT**

13.1 Payment in the case of progress payments:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

### **GC14. BASIS OF PAYMENT**

14.1 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 Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

### **GC15. INTEREST ON OVERDUE ACCOUNTS**

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
  - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
  - (c) "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;
  - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
  - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.
- 15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 15.4 Canada shall not be liable to pay interest on overdue advance payments.

#### **GC16. RECORDS TO BE KEPT BY CONTRACTOR**

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available

for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **GC17. INVOICE SUBMISSION**

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

- 17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **GC18. RIGHT OF SET OFF**

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

## **GC19. ASSIGNMENT**

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

## **GC20. SUBCONTRACTING**

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

## **GC21. INDEMNIFICATION**

21.1 The Contractor shall indemnify and save harmless Canada 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, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

## **GC22. CONFIDENTIALITY**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The

Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

### **GC23. INDEMNIFICATION - COPYRIGHT**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

### **GC24. INDEMNIFICATION - INVENTIONS, ETC.**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, 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 resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

### **GC25. OWNERSHIP OF COPYRIGHT**

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

### **GC26. TAXES**

#### **26.1 Municipal Taxes**

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

## **26.6 TAX WITHHOLDING OF 15 PERCENT**

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

## **GC27. INTERNATIONAL SANCTIONS**

- 27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of 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\\_en.asp](http://www.dfait-maeci.gc.ca/trade/sanctions_en.asp).

- 27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

## **GC28. T1204 GOVERNMENT SERVICE CONTRACT PAYMENT**

Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the Federal Income Tax Act, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

## **GC29. SUCCESSORS AND ASSIGNS**

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

## **GC30. CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE**

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

## **GC31. NO BRIBE**

The Contractor declares 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 entering into the Contract or the administration of the Contract.

## **GC32. ERRORS**

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

## **GC33. PERFORMANCE**

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by

Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

#### **GC34. GENDER**

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

#### **GC35. SURVIVAL**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

#### **GC36. SEVERABILITY**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

#### **GC37. CONTINGENCY FEES**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

#### **GC38. CRIMINAL OFFENSE**

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

#### **GC39. PUBLIC DISCLOSURE**

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor'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 described in 39.1.

#### **GC40. NOTICE**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

#### **GC41. ACCURACY**

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

#### **GC42. ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.

## STATEMENT OF WORK

## APPENDIX B

### BACKGROUND

Agriculture & Agri-Food Canada's (AAFC) Saskatoon Research Centre is working on a project entitled “Development of a germplasm resource to dissect complex traits in *B. napus*” which is funded by the Saskatchewan Agricultural Development Fund and canola producers. The overall objective of this project is to develop a foundational resource for canola crop improvement: a nested association mapping (NAM) population for spring type *B. napus* that will target adaptation to Prairie conditions, which requires the generation of 50 recombinant inbred (RI) populations composed of 50 lines each - totaling 2500 RI lines.

The development of RILs requires extensive greenhouse space. In addition, to cycle through four (4) generations within the time span of the project requires experience in forcing early flowering while maintaining the health of the plant such that it will produce seed. There are no plans for the generation of additional RILs.

### OBJECTIVE

AAFC requires the services of a Contractor to generate 2500 recombinant inbred lines (RILs) - derived to the F6 generation, from 2500 original F2 plants.

### SCOPE OF WORK

The Contractor will :

- 1) Grow, maintain and collect seed from 2500 Brassica napus lines over four generations (from F2 to F6).

The contractor would be required to :

- a. Maintain the seed identity and track line numbers.
- b. Collect leaf tissue from each line at the F2 and F6 generation. The leaf tissue from each line would be flash frozen in 96 well blocks and transferred on dry ice to AAFC to maintain DNA integrity.
- c. Grow lines to limit seed production (10-20 seeds) in initial generations and the final generation would be grown to ensure sufficient seed increase (~1g).
- d. Provide seed from each of the RIL lines from all generations.

### APPROACH & METHODOLOGY

The Contractor shall follow a generally recognized methodology based on experience with the growth and maintenance of Brassica plants and on the established best practices for the

development of recombinant inbred lines. The Contractor should follow best practices to ensure seed production while limiting the generation time, which is generally achieved by growing the plants under stress at high density and potentially with limiting water supplies. The Contractor must ensure the identity of each line through tracking of line numbers, most efficiently achieved through bar coding.

## **DELIVERABLES / SCHEDULE**

<u>DESCRIPTION</u>	<u>DUE DATE</u>
1) Tissue (sufficient for DNA extraction) from each line at the F2 generation	on or before March 31, 2014
2) Limited seed (1-10) from each line at every generation prior to F6	on or before March 31, 2015
3) Tissue (sufficient for DNA extraction) from each line at the F6 generation	on or before May 31, 2015
4) Bulk seed (~1g) from the F6 generation	on or before June 30, 2015

## **DEPARTMENTAL RESPONSIBILITY & SUPPORT**

AAFC is responsible to provide sufficient viable F2 seed to enable the contractor can generate a minimum of 2500 recombinant inbred lines.

## **CONTRACTOR'S RESPONSIBILITY**

The Contractor will be responsible for all greenhouse space and equipment necessary to grow, maintain, collect seed and ensure identity of the seed.

## **REPORTING & COMMUNICATION**

In addition to the timely submission of all deliverables and fulfillment of the obligations specified within the Contract, it is the responsibility of the contractor to facilitate and maintain regular communication with AAFC. Communication is defined as all reasonable effort to inform all parties of the plans, decisions, proposed approaches, implementation and results of work, to ensure the project is progressing well and in accordance with expectations.

Communications may include: phone calls, emails, faxes mailing and meetings. In addition, the Contractor is to immediately notify AAFC of any issues, problems or areas of concern in relation

to any work completed under the contract as they arise.

**DURATION / PERIOD OF CONTRACT**

Work will commence upon Contract Award and will conclude on or before June 30, 2015.

## 1. Evaluation and Selection Plan

### Overall Proposal Weights

The evaluation criteria for this RFP places significant weight on the Bidder's Technical proposal and the Bidder's ability to meet the technical requirements of the RFP. The Technical and Financial proposals will be scored separately. The Overall Proposal Score will be determined by combining the Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights :

Technical Proposal	=	70
Financial Proposal	=	<u>30</u>
Overall Proposal	=	100

## 2. Evaluation and Selection Process

### a) Overview

This RFP will utilize a five-phase evaluation process :

Phase 1: Evaluation of Mandatory Criteria

Phase 2: Evaluation, Scoring of Point-Rated Criteria and Minimum Threshold

Phase 3: Technical Scoring

Phase 4: Financial Proposal Evaluation and Scoring

Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award.

### b) Phases

#### ***Phase 1: Evaluation of Mandatory Criteria***

Proposals will be evaluated in accordance with the Mandatory Criteria as detailed in Appendix D of this document. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposal failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

***Phase 2: Evaluation, Scoring of Point-Rated Criteria and Minimum Threshold***

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in Appendix E of this document. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to enable the Evaluation Team to rate the proposals.

To be considered responsive, a bidder must obtain a minimum pass mark of 84 (70%) out of the 120 total points available from the point rated criteria.

Bids that do not obtain the minimum threshold will not be given further consideration.

***Phase 3: Technical Score***

A Technical Proposal Score will be computed for each technically responsive Bidder. Bidders' technical proposals will be evaluated utilizing the mandatory and point-rated evaluation criteria and in accordance with the evaluation process described herein

**TOTAL RATED POINTS**

**Score Calculation Example Based on a Total Value of 70 Points.**

$$\frac{\text{Total Technical Score}}{\text{Maximum Score Attainable}} \times 70 = \text{Bidder's Score}$$

*Example : Given the proposal has met the minimum thresholds*

$$\frac{95}{120} \times 70 = 55.30 \text{ out of } 70$$

**Note :** Scores will be computed to a maximum of two decimal places.

***Phase 4: Financial Proposal Evaluation and Scoring***

The Financial Proposal Score (out of 30 points) will be computed for each technically responsive Bidder using the following formula :

$$\frac{\text{Lowest Responsive Aggregated Price}}{\text{Bidder's evaluated Aggregated Price}} \times 30 = \text{Financial Proposal Score} \\ \text{(maximum 30 points)}$$

*Example : Calculated based on the Financial Component being valued at 30.*

$$\frac{\$ 88,000.00}{\$ 100,000.00} \times 30 = 26.40 \text{ out of 30}$$

***Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award***

Following the determination of each responsive bidder's financial proposal score, Overall Proposal Scores (out of 100 points) will be determined by adding the Final Technical Proposal Score (out of 70 points) with the Financial Proposal Score (out of 30 points). Bidders Overall Proposal Scores will be ranked highest to lowest. The Bidder with the highest combined technical and financial score will be recommended for Contract award.

## POINT RATED CRITERIA

## Appendix D

In order to be considered responsive, a proposal must score at least 84 points (70%) out of 120 (total points assigned) for Technical and Managerial and be evenly distributed to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

### RATINGS SCALE :

- 10 points: Excellent Exceeds the desirable maximum that is considered useful.
- 9 points: Very Good Substantially exceeds the desirable minimum  
Very well defined and thorough
- 8 points: Good Slightly exceeds desirable minimum  
Satisfactory details / Sufficiently defined.
- 7 points: Acceptable Just meets desirable minimum.  
Adequate information, marginal / minimal details
- 6 points: Poor Below the desirable minimum  
Missing information, incomplete, inconsistencies in proposal content
- 5 points: Not Valid Fails to meet desirable minimum  
Vague, not clearly defined insufficient detail, unclear
- 0 points: No information

### POINT RATINGS :

Technical	80 Points
Managerial and Organizational	<u>40 Points</u>
TOTAL	120 Points



1. Technical Proposal - Quality and Responsiveness of Proposal

- A. Complete, thorough and well organized submission and has properly executed all documents and requirements

*Maximum 10 points*

- B. Has demonstrated a clear understanding of the objectives of the project

*Maximum 10 points*

- C. Breakdown of the project into logical tasks, and planning and detail of the tasks

- tasks are itemized clearly
- tasks flow in logical sequence
- adequate time frames proposed for tasks

*Maximum 10 points*

- sufficient detail to identify relationship with objectives

*Maximum 10 points*

- D. Proposed Methodologies

- methods proposed are fully described

*Maximum 10 points*

- methods are appropriate to achieve objectives

*Maximum 10 points*

- E. Responsiveness to Program Schedule

- realistic estimation of the time required to complete the project and commitment to the completion dates
- expressed intent to initiate work upon contract award
- degree of credibility in meeting the stated schedule and logistics

*Maximum 10 points*

- F. Method of handling potential problems during the project, provisions for monitoring, control and dealing with problems

*Maximum 10 points*

2. Managerial and Organizational Proposal - Company Qualifications

A. Demonstrated Experience or Professional Performance:

- in growth and maintenance of Brassica plants and in generation of recombinant inbred lines

*Maximum 10 points*

- related projects satisfactorily completed (number, location, size, client)

*Maximum 10 points*

B. Facilities and personnel identified, including:

- relevant experience of staff to complete objectives

*Maximum 10 points*

- extent and adequacy of greenhouse (and if applicable field) resources to be applied to the project

*Maximum 10 points*

**CERTIFICATION REQUIREMENTS**

**ANNEX A**

The following certification requirements apply to this RFP document. Proposers must include this Annex with their proposal and sign each certification below. If a certification requirement does not apply, please indicate with ‘N / A’ in the signature block.

**1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS**

Proposers will accept Agriculture & Agri-Food Canada’s terms and conditions.

The General Conditions in Appendix A and the Resulting Contract Clause as set out in Part 3 of this RFP shall form part of the Resulting Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory

**2) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY / COLLEGE OR INDIVIDUAL)**

Please certify that the proposer is a legal entity, by indicating whether the proposer is i) a sole proprietorship, partnership or corporate entity, ii) indicating the laws under which the partnership or corporate entity was registered or formed, iii) together with the registered or corporate name. Also identify the country where the controlling interest/ownership (name if applicable) of your organization is located.

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

iv) \_\_\_\_\_

Any resulting contract may be executed under the following i) corporate full legal name and ii) at the following place of business:

i) \_\_\_\_\_

ii) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 3) **VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this RFP be:

- (a) valid in all aspects, including price, for not less than 120 Days from the closing date of this RFP; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contact name : \_\_\_\_\_

Telephone number : \_\_\_\_\_

Fax number : \_\_\_\_\_

Email address : \_\_\_\_\_

GST # / Business # : \_\_\_\_\_

### 4) **AVAILABILITY AND STATUS OF PERSONNEL**

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed

in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5) FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**A) \$ 200,000.00 or more (applicable tax included)**

- .1 The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a condition precedent to the contract award. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared Ineligible Contractors by the Department of Human Resources and Skills Development (HRSD) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000, including all applicable taxes), either as a result of a finding of non-compliance by HRSD, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

- .1 The Proposer certifies its status with FCP-EE, as follows:

The Proposer

- (a) ( ) is not subject to FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) ( ) is not subject to FCP-EE, being a regulated employer under the Employment Equity Act;
- (c) ( ) is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSD, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached) ;

- (d) ( ) is subject to FCP-EE, and has a valid certification number as follows :  
(e.g. has not been declared Ineligible Contractor by HRSD).
- .2 If the Proposer does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the Proposer is required to submit HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.
- .3 The Proposer 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 Proposer, the Minister shall have the right to treat any contract resulting from this Proposal as being in default, and to terminate it pursuant to the Default provisions of the Contract.
- .4 In all cases, the Proposer is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE : Information on the FCP-EE and the Certificate of Commitment (LAB1168) are available on the following HRSD Website :

[http://info.load-otea.hrdc-drhc.gc.ca/workplace\\_equity/home.shtml](http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/home.shtml) and  
<http://www.hrdc-drhc.gc.ca/fas-sfa/eforms/labnm1e.shtml#lab1168> respectively

**B) Over \$ 25,000.00 and under \$ 200,000.00 (applicable tax included)**

Offerors who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Offerors may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors will be declared non-responsive.

- .1 The Offeror certifies its status with the FCP-EE, as follows :

The Offeror

- (a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) ( ) is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared ineligible contractor by HRSDC, and has a valid certificate number as follows : \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 6) **FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE**

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 report.

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## JOINT VENTURE

## ANNEX B

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity

\_\_\_\_\_ is a joint venture in accordance with the definition in paragraph 3.

\_\_\_\_\_ is not a joint venture in accordance with the definition in paragraph 3.

2. A Proposer that is a joint venture represents the following additional information :

- (a) Type of joint venture (mark applicable choice)

\_\_\_\_\_ incorporated joint venture  
\_\_\_\_\_ limited partnership joint venture  
\_\_\_\_\_ partnership joint venture  
\_\_\_\_\_ contractual joint venture  
\_\_\_\_\_ other

- (b) Composition : (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as :

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

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Signature

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Date

**CONTRACTOR’S LIST OF SUBCONTRACTORS**

**ANNEX C**

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Name of Company	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the contract (%)

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Position