



**REQUEST FOR PROPOSALS (RFP)**  
Architecture & Engineering Consulting Services

**Design and site supervision services Pilot Plant new suspended ceiling**  
**At the Guelph Food Research Centre**  
Guelph, ON

Proposals **must** be received by 02:00 p.m., Eastern Daylight Time

***March 7<sup>th</sup>, 2014*** at the following address:

Agriculture and Agri-Food Canada  
Corporate Management Branch  
Assets Management Team – Eastern Service Centre  
**TENDER RECEPTION OFFICE**  
2001 University, Suite 671-TEN  
Montreal, QC  
H3A 3N2

**Note: Proposals received at a location other than the one  
stated above will be rejected.**



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**PART 1 - GENERAL INFORMATION**

**1. Introduction**

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Instructions to Bidders: provides the instructions, site visit, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

**The Appendixes include:**

- Appendix "A" AAFC General Conditions
- Appendix "B" Statement of Work
- Appendix "C" Basis of Payment
- Appendix "D" Evaluation Procedures and Basis of Selection
- FORM A, FORM B and FORM C
- Articles of Agreement

**2. Summary**

Provide Design and site supervision services for Pilot Plant new suspended Ceiling at the Guelph Food Research Centre in Guelph, Ontario.

**2.1 Acceptance of Terms and Conditions**

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

The General Conditions attached in Annex "A" and those set out in Part 6 of this RFP shall form part of any resulting contract.

Definitions:

"BID", "TENDER", "OFFER", "PROPOSAL" means an offer to provide services or supply goods as a result of a solicitation.

"BIDDER", "PROPOSER" means the person or entity submitting a bid in response to the 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" mean the written agreement between Agriculture and Agri-Food Canada and the 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 representative identified in PART 6 section 4.1 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;

“PROJECT AUTHORITY” means the AAFC representative identified in PART 6 section 4.2 of this RFP, who is responsible for all financial matters related to the Contract. This official is responsible for approving the payment of all invoices submitted. He/she is the authority who approves changes to the Contract and who requests the official modification of the Contract by the Contracting Authority

“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 terms of the Contract;

“MINISTER” means the Minister of Agriculture and Agri-Food Canada or anyone authorized to act on his behalf;

“MORAL RIGHTS” has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42;

“WORK” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## 2.2 Submission of Bids

DELIVERY: Bids MAY **ONLY** be delivered to the address specified hereinafter.

Agriculture and Agri-Food Canada  
Corporate Management Branch  
Assets Management Team- Eastern Service Centre  
TENDER RECEPTION OFFICE  
2001 University, Suite 671-TEN  
Montreal, Quebec H3A 3N2

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

**NOTICE: BIDS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.**

SOLICITATION CLOSING DATE AND TIME: Bids, as well as amendments to bids, will only be accepted by AAFC if they are received at the Tender Receiving Unit no later than the date and time specified on the cover page of this RFP.

RESPONSIBILITY RELATED TO THE DELIVERY OF BIDS: The Bidder has sole responsibility for delivering its bid to AAFC by the specified deadline.

LATE SUBMISSION: Bids received after the specified date and time will be automatically rejected and returned to the sender without being opened.

BID VALIDITY PERIOD: Bids will remain open for a period of sixty (60) days from the closing date and time.

Where the words “MUST”, “SHALL” or “WILL” or “HAVE TO” appear in this RFP, the clause is to be considered as a mandatory requirement.



### 2.3 Enquiries - Bid Solicitation

To ensure the integrity of the contracting process for the RFP, enquiries and other communications related to this RFP, from the date on which the RFP is published until the RFP closing date, are to be directed ONLY to AAFC's Contracting Authority named below.

Enquiries and other communications may not be addressed to ANY other person in the government. Non-compliance with this condition may (for that reason alone) result in disqualification of a bid.

Enquiries must be made IN WRITING and sent to the Contracting Authority identified below, either by e-mail, fax or mail:

Carol Rahal  
Agriculture and Agri-Food Canada  
2001 University, Suite 671-L,  
Montreal, Quebec H3A 3N2  
Email: carol.rahall@agr.gc.ca  
Tel.: (514) 315-6143 Fax: (514) 283-3143

Enquiries must be received no less than five (5) calendar days before the RFP closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date

### 2.4 Bid Preparation Costs

The costs incurred by the Bidder for the preparation of a bid and/or the negotiations related to the awarding of a Contract, including travel costs and security clearance fees, will not be reimbursed by AAFC.

### 2.5 Information session: Site visit

Before submitting a proposal, the proposers have the opportunity to perform a pre-tender site visit to examine the jobsite conditions, and all matters required for the completion of the work under the contract. A pre-tender site visit will take place on **February 25<sup>th</sup>, 2014 at 11:00AM (Eastern Standard Time)**. Proposers must show up 10 minutes prior to the scheduled visit at the address below:

Agriculture and Agri-Food Canada  
Guelph Food Research Centre  
93 Stone Road W.  
Guelph, ON  
N1G 5C9

No other site visits will be scheduled for this RFP. The site visit is **not a mandatory** requirement; however the proposer has the responsibility to ascertain he/she has knowledge of all the facts and information on the nature and provision of the services requested. Lack of knowledge of the conditions will not be a valid excuse accepted for the inability to satisfactorily meet the services required.

### 2.6 Rights of Canada

Canada reserves the right to:

- Accept any Bids in whole or in part, without prior negotiation with the selected Bidder;
- Reject any or all Bids received in response to this RFP;
- Cancel and/or re-issue this requirement at any time;
- Ask the Bidders to substantiate any claim made in the Bid;
- Enter into negotiations with one or more Bidders on any or all aspects of their Bids;
- Award one or more contract;



- Retain all Bids submitted in response to this RFP.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Status of Bidders

Bids must be duly completed and signed by the Bidders or the Bidders' authorized representative. The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as specified herein.

A bid submitted by a contractual **JOINT VENTURE** must be signed by all members of the joint venture or a statement must be provided to the effect that the signatory represents all parties of the joint venture. The Bidder must also provide the information listed below, as applicable:

- a) The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in section 3.
- b) A Bidder that is a joint venture must provide the following additional information:
  - 1) type of joint venture (mark applicable choice).
    - \_\_\_\_\_ incorporated joint venture
    - \_\_\_\_\_ limited partnership joint venture
    - \_\_\_\_\_ partnership joint venture
    - \_\_\_\_\_ contractual joint venture
    - \_\_\_\_\_ other
  - 2) Composition: (names and addresses of all members of the joint venture).
- c) 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:

  - 1) the incorporated joint venture;
  - 2) the partnership venture;
  - 3) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
- d) The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:
  - 1) 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;
  - 2) 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.
- e) If the Contract is awarded to an unincorporated joint venture, all members of the joint venture must be jointly and severally responsible for the performance of the Contract.



### 3.2 Bid Preparation Instructions

Bids shall be submitted in sealed envelopes. The following information shall be clearly marked on the outside of the envelope:

- (i) Tender - Confidential,
- (ii) Name of the project and reference number: 01B46-13-0247
- (iii) Bidder's name and address.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid	(1 original + 1 copy)
Section II: Financial Bid (in a sealed envelope)	(1 original + 1 copy)
Section III: Certifications	(1 original + 1 copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate they can carry out the Work described in Appendix "B", as per the requirements identified in Appendix "D".

#### Section II: Financial Bid

The Bidders shall submit their financial bid (Fill up FORM C) in a separate sealed envelope marked "FINANCIAL BID - CONFIDENTIAL" as well as the project reference number "01B46-13-0247", the project title:

**"Design and Site supervision services, Pilot Plant new suspended ceiling"**

and the Bidder's name.

The Financial Bid (FORM C) is to be submitted in terms of Canadian currency. Do not bind the cost portion envelope into the proposal. List the individual(s) assigned to the project and their charge out rate(s). The cost shall be exclusive of the GST and HST.

These costs shall cover the work described in Appendix "B" - Statement of Work. The total 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.

#### Section III: Certifications

Bidders must complete and sign all the certifications required under Part 5.

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

Bids will be evaluated on the basis of the "Best Value for the Crown", as per the procedures detailed in Appendix "D".

### PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada may declare a bid non-responsive if the required certifications are not completed and submitted as requested.



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

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1. **Work Force Reduction Program (FORM A)**
2. **Subcontracting (FORM B)**

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 AAFC General Conditions - Appendix "A"

Refer to the attached Appendix "A".

### 6.2 Statement of Work - Appendix "B"

Refer to the attached Appendix "B".

### 6.3 Contract Value

The resulting contract will be in the total amount submitted by the Contractor in the financial portion of his proposal, covering all professional and administrative fees, direct and indirect costs, expenditures and profits that may be incurred under the project. No other costs, fees or expenditures will be refunded to the contractor under this contract.

### 6.4 Authorities

#### 6.4.1 Contracting Authority

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. The Contracting Authority is identified below:

Carol Rahal  
Agriculture and Agri-Food Canada  
2001 University, Suite 671-L,  
Montreal, Quebec H3A 3N2  
Email: carol.rahall@agr.gc.ca  
Tel.: 514 315-6143 Fax: 514 283-3143

#### 6.4.2 Project Authority

The Project Authority for the Contract will be identified in the resulting contract:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.





## 6.5 Security Requirement

The Contractor will be required to hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC or by AAFC. Until the security screening of the Contractor required by this RFP has been completed satisfactorily by AAFC, the Contractor MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort from an AAFC employee.

## 6.6 Basis of Payment

Subject to the terms of payment set out in Appendix "C" and in General Condition GC 14 of Appendix "A", payments will be made for the services rendered in accordance with Appendix "B", and their approval by the Project Authority.

## 6.7 Invoicing Instructions

The Contractor must use its own form of invoice. Payment will only be made upon submission of a satisfactory invoice comprising the following information:

- a) the date;
- b) name address of Agriculture and Agri-Food Canada;
- c) item/reference number, deliverable and/or description of work;
- d) contract number 01B46-13-0247;
- e) the amount invoiced and the breakdown of costs; showing the lump sum amount and, if any additional work was obtained, the description of the work required, its length, the number of employees assigned to their category, the hourly rate applicable, and the number of hours worked by each employee.

One (1) original and one (1) copy of the invoice together with attachments shall be forwarded to the Project Authority.

## 6.8 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between both Parties, determined by the laws in force in the Province of Ontario.

The Contractor must comply with federal, provincial and municipal legislation and bylaws governing the services to be rendered and must procure at its own expense the certificates and permits required, as applicable.

## 6.10 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- the Articles of Agreement
- the clauses set out in Part 6 of this RFP;
- the General Conditions, in Appendix "A" of this RFP;
- the Statement of Work, in Appendix "B" of this RFP;
- RFP document;
- the contractor's proposal (Technical and Financial Bid).



## **6.11 Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the contract.



## APPENDIX A

### GENERAL CONDITIONS

#### 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 unliquidated 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**

- 11.1 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>.

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**

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *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. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **GC43. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **GC44. 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.



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

**01B46-2013-0247**

**APPENDIX "B"  
STATEMENT OF WORK**



## APPENDIX "B"

### 1 PROJECT BRIEF

#### 1.1 Purpose of Document

The purpose of this document is to specify the project outline, the services the Consultant must provide throughout the duration of this project and to describe the content and format of the required deliverables. It also describes key team member's roles and responsibilities and provides definitions.

#### 1.2 Project Specific Information

##### 1.2.1 Project title and Project Number

Project title: Design and Site supervision services/ pilot plant new suspended ceiling

Project number: 528998

##### 1.2.2 Project general Information:

The Guelph Food Research Centre has a building with an area of approximately 200 square meters which houses a Bio-Safety Level Containment (BSC) 2 with BSC 3 Operational Requirements Pilot Plant which was updated in 2009. The Pilot Plant houses 3 Bio-bubbles which are used as primary containment for process equipment for carrying out experiments. The secondary containment which is the Pilot Plant itself has epoxy-coated floor, walls and ceiling. The existing epoxy-coated ceiling (@ 7.2 meters high) is cracking and flaking. Because of it condition, the existing ceiling is no longer considered a proper surface of the level II secondary containment boundary.

##### 1.2.3 Project objectives

The project objectives / outcomes are as follows:

- 1 Produce plans & specifications to address the following:
  - Installed a new suspended ceiling with washable vinyl tiles (maintenance free) under the existing two layer gyp-rock ceiling that is epoxy coated.
    - Dominion fire marshal approved
    - CFIA food grade approved
    - Design to support:
      - Light fixture system
      - HVAC air outlets & return diffusers
      - Radiant heating system
    - New suspended ceiling system must be installed at angle along the exterior walls to keep exterior light from windows inside pilot plant.



- Installed in new suspended ceiling a hot water radiant heating system to provide comfort to employees at floor level.
  - Transfer all existing electrical light fixtures and HVAC air outlets /returns onto the new suspended ceiling system OR specify new light fixtures and HVAC air outlets /returns to be incorporated in the new suspended ceiling.
  - Extend/relocate existing sprinkler heads as required
2. Design & installation of new suspended ceiling system to meet Canadian Biosafety Standards & guidelines:
- <http://canadianbiosafetystandards.collaboration.gc.ca/cbsg-nldcb/assets/pdf/cbsg-nldcb-eng.pdf>
  - Public Health Agency Canada has confirmed the use of a suspended ceiling with washable vinyl tile in the Level II pilot plant.
- .3 Site survey is required to develop the Plans & Specifications.
- .4 Provide project cost estimate at 50% & 99% design stages.
- .5 Provide project schedule at 50 % & 99% design stages.
- .6 Provide technical services during project tender & construction phase

#### **1.2.4 Consultant General Scope of services and project space**

Provide Plans & Specifications to meet 1.2.3 / Project Objectives.

#### **1.2.5 Project Parameters**

The facility shall be made available to the consultant regular business hours. Certain research areas will not be accessible due to operational and health & safety concerns. Arrangements to visit the available areas of facility must be submitted, in writing 2 business days before site access is required.

The plans & specifications must conform to all Federal, Provincial and Municipal codes that are in force.

- Code compliance and guidelines: satisfy the most stringent requirements that apply to this project, including:
  - National Building Code of Canada (NBC) 2010
  - National Fire Code of Canada (NFC) 2010
  - Canadian Commission on Building and Fire Codes (CCBFC)
  - Canadian Electrical Code, Part 1



- CSA electrical approved equipment for the intended use & location
- Electrical Safety Authority (ESA)
- Public Health Agency Canada:
  - <http://canadianbiosafetystandards.collaboration.gc.ca/cbsg-nldcb/assets/pdf/cbsg-nldcb-eng.pdf>

**1.2.6 Available Documents**

All relevant, available drawings, in electronic and or hard copy, will be made available to the Consultant. These documents shall be available, on site, for the Consultant's review. The Consultant shall identify any documents that will be required and AAFC shall provide the copies within 3 days. Consultant shall submit a request for documents, in writing.

- Year 2000 & 2009 "As built" drawings are available for information.

**1.2.7 Project Schedule Milestones**

Award of Consulting Contract	Day 0
Submit 50% design stage for AAFC approval	Day 20
AAFC to return comments	Day 25
Submit 99% design stage for AAFC approval	Day 40
AAFC to return comments	Day 45
Submit 100% design stage	Day 50
Tender & construction phase	TBD

**2 PROJECT ADMINISTRATION**

**2.1 Co-ordination with AAFC**

The Project Manager assigned to this project is the Departmental Representative.

The Project Manager is directly concerned with this project and is responsible for its progress. The Project Manager is the liaison between the Consultant and the Government of Canada.

AAFC administers the project and exercises continuing control over the Consultant's work during all phases of study. Unless directed otherwise by the Project Manager, the Consultant obtains all Federal requirements and approvals necessary for the work.

The consultant shall:

- .1 Carry out services in accordance with the Contract Documents and directions given by the Project Manager.
- .2 Ensure all communications carry the AAFC Project Title and Project Number.
- .3 Advise the project manager of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.





## **2.2 Co-ordination with Sub-Consultants**

The consultant shall:

- .1 Coordinate and assume responsibility for the work of any sub-consultants and specialists retained by the consultant.
- .2 Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all sub-consultants and specialists for the duration of the project.
- .3 Ensure Sub-Consultants attend all required meetings.
- .4 The Consultant shall ensure coordination of requirements with and between Sub-Consultants and other Specialists such as Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Data-communication Consultant, Lighting Consultant, Security Consultant, furniture supplier and others as required or appropriate.

## **2.3 Lines of Communication**

Correspond only with the project manager at the times and in the manner dictated by the project manager. The consultant shall not communicate with other Government of Canada employees or officers so authorized in writing by the project manager.

## **2.4 Media**

The consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

## **2.5 Project Response Time**

It is a requirement that the consultant and their proposed sub-consultants should be personally available to attend meetings and respond to inquiries within three (3) days of the Project Manager's request, in the locality of the place of the work from the date of the award of the consulting contract until final completion.

# **3 ROLES AND RESPONSIBILITIES**

## **3.1 Project Authority**

The AAFC Project Authority has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.

## **3.2 Consultant**

The Consultant shall be responsible for gathering and identifying the needs of the client department and incorporating those needs into the required project deliverables.

The Consultant shall establish and maintain, throughout the duration of the project, a team capable of effectively delivering the services described in this document.



The Consultant shall deliver the project within the time frame and assigned budget in accordance with this document.

Upon award of the consulting contract the Consultant shall be responsible for producing all work described in this document, in a conscientious and professional manner.

#### **4 REQUIRED SERVICES**

##### **4.1 Intent**

To complete Plans & Specifications of the Pilot Plant suspended Ceiling at the Guelph

To provide technical services during tender period & construction phase

##### **4.2 Scope and activities**

Provide for necessary resources and expertise to complete and deliver the following scope and activities that will satisfy the project objectives and Intent – 4.1

- .1 Reviews the existing facility and documentation (i.e. drawings, operating manuals) as required to have a complete understanding of the Pilot Plant.
- .2 As required, schedule and chair meetings with the project manager and request the attendance of other AAFC personnel to support this design.
- .3 Produce Plans & Specifications for tender
- .4 Estimate construction cost & time.

##### **4.3 Deliverables**

**All deliverables for the design phase should be done by June 30, 2014 at the latest.**

Provide the following deliverables that will satisfy the project objectives, Intent 4.1, Scope and Activities 4.2 and Schedule 1.2.7:

##### **4.3.1 Design Phase** **Consultant shall:**

1. Provide plans & specifications at 50% and 99% design stages for AAFC approval c/w cost estimate & project schedule at 50% and 99% design stages.
2. Provide (design stage 100%) plans & spec tender ready (English version only).

##### **4.3.2 Optional phase:** **Construction Phase**

**AAFC reserves the right not to proceed to the construction phase**

1. Provide drawings “for construction”.
2. Provide addendum if needed during tender.
3. Provide shop drawing approval & construction site meeting minutes.



4. Provide "change orders"; if required.
5. Provide approval of invoices for AAFC payments.
6. Provide substantial & final project approval.
7. Provide "as built" drawings.

#### **4.4 Tender Call, Bid Evaluation & Construction Contract Award**

##### **AAFC reserves the right not to proceed to the construction phase**

###### **General**

###### Scope and Activities:

- Attend bidders briefing meeting(s).
- Prepare addenda to respond to any questions during the tender period.
- Provide the Project Authority with all information required by bidders to fully interpret the Construction Documents.
- The Project Authority will issue the addenda to all participants.

###### **Deliverables**

- Addenda; as require

#### **4.5 Construction and Contract Administration**

##### **AAFC reserves the right not to proceed to the construction phase**

###### **General**

###### Scope and Activities:

- AAFC staff will handle tender process in Buy & Sell.
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents.
- Keep the Project Authority informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review.
- Certify the value of work done by the Contractor when progresses, interim or final requests for payment are submitted by the Contractor.
- Act as interpreter of the requirements of the Contract Documents.
- Provide Site Instructions (SI) or Change Orders (CO) when required.
- Provide cost advice during construction.
- Advise the Project Authority of all potential changes to scope.



- Review the Contractor's submittals.

**Deliverables**

- Written reports from site visits including persons involved.
- Site Instructions when required to clarify, interpret or supplement the Construction Documents.
- Contemplated Change Notices Site Instructions when required to clarify, interpret or supplement the Construction Documents.
- Interim or Final certificates.
- As-Built record drawings.



**APPENDIX "C"**  
**BASIS OF PAYMENT**



## APPENDIX "C"

Subject to the terms of payment set out in General Conditions of the resulting contract, four (4) payments will be made for services rendered in accordance with the Statement of Work and the approval by the Department representative.

### Design Phase:

Payment # 1                    40% upon completion of deliverables (50%, Construction documents), as per section 4.3.1 of Appendix B, and their acceptance by the Project Authority.

Payment # 2                    35% upon completion of deliverables (99%, Construction documents), as per section 4.3.1 of Appendix B, and their acceptance by the Project Authority.

Payment # 3                    25% upon completion of deliverables (100%) design and specs tender ready, as per section 4.3.1 of Appendix B and their acceptance by the Project Authority.

Construction Phase:        AAFC reserves the right not to proceed to the construction phase

Payment # 4                    100% completion of the construction phase as per section 4.3.2 , 4.4 and 4.5 of Appendix B and their acceptance by the Project Authority.



**APPENDIX "D"**  
**EVALUATION PROCEDURES AND BASIS OF SELECTION**



## APPENDIX “D”

### 1. Technical Evaluation

Bidders must meet the mandatory requirements of this Request for Proposal and achieve a minimum of **60 percent** for each of the rated requirements below. Proposals that do not meet these minimum requirements shall not be given further consideration.

#### 1.1 Mandatory Requirements

- i) Bidders must submit in a sealed envelope separate Technical, Financial and Certification requirements sections to the Bid, i.e. the Bid must be structured in three parts (I, II, III) as indicated below:
  - I – Technical Bid;
  - II – Financial Bid;(Fill up Form C)
  - III – Certification Requirements.
- ii) Bidders must submit a signed Financial Bid, as section 3.2, PART III of this RFP. In the event of a proposal submitted by a contractual joint venture, the bid shall either be signed by 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.
- iii) Bidder must fill all Certifications Requirements (FORM A and FORM B). If any of the forms forming part of the RFP are not applicable, the Bidders should nonetheless complete the forms as “Not Applicable”.

#### 1.2 Rated Requirements

General notes:

Proposals must follow the order below to facilitate AAFC scoring the technical portion  
Proposals will lose points if not clearly presented

##### 1.2.1 Consultant Qualifications

The proposer must demonstrate it has the ability and resources required to provide the services and deliverables indicated herein. The following minimum information must include:

- Provide justifications of why the proposer is ideally suited to fulfill the services described herein;
- A description of similar projects that have been successfully completed by the Consultant within the previous five (5) years; include the year each project was completed.
- A list of the personnel engaged for this project and the roles and responsibilities that will be assigned to them on this project;
- Identify back-up personnel
- Identify the services and deliverables, if any, that will be sub-contracted.

Provide a maximum of two (2), 8-1/2” x 11” pages. Font shall be a minimum 11pt font at a maximum of 10 characters per 25mm.





### 1.2.2 Individual Qualifications

The proposer must provide the resume of the primary individual responsible for the provision of the services and deliverables indicated herein. Provide the following minimum information:

- AAFC seeks qualifications similar to the following:
  - - Architect, Licence to practice in Ontario, with design experience with LEVEL II containment level facility.
    - Mechanical engineer, Professional Engineers Ontario PEO licence holder, with design experience of hot water radiant heating system in suspended ceiling.
    - Electrical engineer, Professional Engineers Ontario PEO licence holder, with experience in lighting design in area that need to be washed.
  - Qualifications for this project;
  - Previous experience with similar projects;

Provide a maximum of two (2), 8-1/2" x 11" pages. Font shall be a minimum 11pt font at a maximum of 10 characters per 25mm.

### 1.2.3 Technical

The proposer must provide an outline of the relevant project specific technical challenges associated with this project and the proposed technique(s) that will be employed to provide satisfactory services and deliverables. Provide the following minimum information:

- clearly identify technical challenges;
- 
- clearly indicate the proposed quality assurance and quality control strategy that will be employed.

Provide a maximum of two (2), 8-1/2" x 11" pages. Font shall be a minimum 11pt font at a maximum of 10 characters per 25mm.

### 1.2.4 Management Challenges

The proposer must provide an outline of the relevant project specific management challenges associated with this project and the proposed technique(s) that will be employed to provide satisfactory services and deliverables. Provide the following minimum information:

- Identify the managerial challenges and
- 
- Provide a work breakdown structure for this project

Provide a maximum of two (2), 8-1/2" x 11" pages. Font shall be a minimum 11pt font at a maximum of 10 characters per 25mm.

## 1.3 Ratings Scale



% of points

100%:	<u>Excellent:</u>	Meets the desirable maximum that is considered useful.
90%:	<u>Very Good:</u>	Very well defined, very thorough. Substantially exceeds the desired minimum.
80%:	<u>Good:</u>	Slightly exceeds desirable minimum. Satisfactory details, sufficiently defined.
70%:	<u>Satisfactory:</u>	Just meets desirable minimum. Adequate information, marginal/minimal details.
60%:	<u>Poor:</u>	Below the desired minimum. Vague, not clearly defined, insufficient detail, unclear.
50%:	<u>Not Valid:</u>	Fails to meet desirable minimum. Missing information, incomplete, inconsistencies in proposal content.
0%:		No information.

**POINT RATINGS:**

Contractor's Qualifications (item 1.2.1)	35 points (minimum required: 21.00)
Individual Qualifications (1.2.2)	35 points (minimum required: 21.00)
Technical (item 1.2.3)	15 points (minimum required: 9.00)
Management Qualifications (1.2.4)	15 points (minimum required: 9.00)
<b>TOTAL</b>	<b>100 Points</b> (minimum required: 60)

**2.0 Financial Bid Evaluation**

The Financial Bid (FORM C) shall consist of **two (2) firm all inclusive amounts** for the entire contract, including but not limited to any fees to be paid to sub-contractors. The total of these two amounts 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. No other costs, fees or expenditures will be refunded to the company under any contract issued.

The **first amount** shall cover all the work required under the **DESIGN** portion of the contract; for fees from beginning of mandate to tender ready documents provided by AAFC-AAC.

The **second amount** shall cover all the work required under the **CONSTRUCTION** portion of the contract; for fees from once the tender ready documents are given to AAFC-AAC to end of the construction phase.

For each amount, the Bidder must submit a detailed cost breakdown, in accordance with the Annex B (Statement of Work), that shall consists of the following:

a) Professional fees

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

c) Taxes (GST and HST)

All prices and amounts of money are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST) and Harmonized Sales Tax (HST). All other taxes must be included, where applicable, and shown separately in the Bid.

The financial evaluation will weigh for 30% of the total evaluation score, with 25% being allocated to the price submitted for the DESIGN portion and 5% allocated for the price submitted for the CONSTRUCTION portion.

**AAFC keeps the right to use only the design portion fees in the contract between the Consultants & AAFC, using the construction portion fees as optional.**

**3. Best Value Selection Process**

**The rating of each proposal will be made in accordance with a “Best Value Selection” process as described below, with 70 % being allocated to the technical bid and 30 % to the financial bid.**

The proposal that scores the highest total number of rating points (technical and financial) will be recommended for the award of a Contract. In the case where two proposals receive identical total score, the proposal with the lowest bid cost for the DESIGN portion will rank first.

An **example** is as follows:

1. Assessment Criteria as set out in the RFP:
  - a. Technical = worth 70 % of overall score  
Pass Mark = 60 points / 100 points
  - b. Price for DESIGN portion = worth 25% of overall score  
Price for CONSTRUCTION portion = worth 5% of overall score

At Contract Selection Stage, the proposal with the highest technical score (assuming higher than pass mark) receives a full 70 points. All lower scoring proposals that passed are then prorated accordingly.

In similar fashion, the lowest priced proposal for the DESIGN portion that achieved a pass mark receives a full 25 points for the first price component. All higher priced proposals are again prorated.

Then the lowest priced proposal for the CONSTRUCTION portion that achieved a pass mark receives a full 5 points for the second price component. All higher priced proposals are again prorated.

The total of all three components are then added to provide the overall score; the proposal with the highest overall score is the winner.

**EXAMPLE:** Assuming these Three (3) bids (A, B & C) met the Mandatory Criteria and where point rated against their Technical content. All where above 60 points technical passing mark.

BID #A                      BID #B                      BID #C



Tech. score =	75 points	71 points	66 points
Price 1 =	\$17,000	\$19,250	\$14,750
Price 2 =	\$4,250	\$5,000	\$4,000

**Calculations:**

**Bid A**

Full marks for best technical (75) (qualified)				=	70 points
Price 1	$\frac{\$14,750}{\$17,000}$	X	25 points	=	21.69 points
Price 2	$\frac{\$4,000}{\$5,250}$	X	5 points	=	3.81 points
					<b>TOTAL 95.5 points</b>

<b>Bid B - Technical</b>	$\frac{71}{75}$	X	70 points	=	66.27 points
Price 1	$\frac{\$14,750}{\$19,250}$	X	25 points	=	19.16 points
Price 2	$\frac{\$4,000}{\$5,000}$	X	5 points	=	4 points
					<b>TOTAL 89.43 points</b>

<b>Bid C - Technical</b>	$\frac{66}{75}$	X	70 points	=	61.60 points
Price 1	- Full marks for lowest price				25 points
Price 2	- Full marks for lowest price				5 points
					<b>TOTAL 91.0 points</b>

\*\*\*\*\* WINNER IS BID #A



## FORM A – WORK FORCE REDUCTION PROGRAM

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, consultants must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up 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 Public Service.

"pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S. 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24.

### Former Public Servant in Receipt of a Pension

Is the Consultant a FPS in receipt of a pension as defined above?

YES ( ) NO ( )

If so, the Consultant must provide the following information:

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

### Work Force Reduction Program

Is the Consultant a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Consultant 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 fee 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 the proposal, the Proposer certifies that the information submitted by the Consultant in response to the above requirements is accurate and complete.

---

Nom of the Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM B – SUBCONTRACTING/SOUS-TRAITANCE**

If there is to be no subcontracting, proposer must confirm it on Form C and sign.

Si aucun sous-traitant ne sera utilisé, l'offrant doit le confirmer sur ce formulaire et le signer

**Contractor's list of subcontractors**

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 subcontracted. All other services will be performed by me/us.

**Liste des sous-traitants de L'entrepreneur**

J'ai (nous avons) l'intention de faire appel aux sous-traitants suivants qui, je crois (nous croyons), après avoir effectué une enquête, sont dignes de confiance et compétents pour l'exécution des travaux sous-traités. Je (nous) assurerai tous les autres services.

Nom de l'entreprise / Name of company	Services donnés en sous-traitance/ Services to be subcontracted	Nombre d'années en association avec ce sous-traitant/Number of years that you are associated with that subcontractor	Nombre d'années d'expérience du sous-traitant dans ce domaine/Years of experience of subcontractor in the field	Portion du contrat (%) / Portion of the contract (%)

Je m'engage (nous nous engageons) à ne pas confier d'autres services en sous-traitance à des personnes ou à des sociétés, à moins d'obtenir l'autorisation écrite du ministre de l'Agriculture

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

\_\_\_\_\_

Name

\_\_\_\_\_

Position

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**FORM C- FINANCIAL BID FORM**

The Financial Bid shall consist of **two (2) firm all inclusive amounts** for the entire contract

1- DESIGN PORTION (worth 25% of overall score)

2- CONSTRUCTION PORTION (worth 5% of overall score)

**GRAND TOTAL**

All prices to exclude HST

All prices to exclude Taxes

.....

Signed at: \_\_\_\_\_ this \_\_\_\_\_ days  
of \_\_\_\_\_ 2014.

(City and Province)

Name and address

Of vendor/Company: \_\_\_\_\_  
(including Postal Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bidder's Position: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_





# SERVICE CONTRACT ARTICLES OF AGREEMENT

Contract No.		
Consignee	Year	Serial

NOTE: ALL PARTS REQUIRE ORIGINAL SIGNATURE

<p><b>BETWEEN:</b> Her Majesty in right of Canada (referred to in the contract as "Her Majesty") represented by the Minister of Agriculture and Agri-Food (referred to in the contract as the "Minister").</p> <p>Her Majesty's address</p>	<p style="text-align: center;"><b>AND</b></p> <p>The Contractor (referred to in the contract as the "Contractor")</p> <p>Contractor name and address</p>
---	--

SPECIMEN

**A 1 Departmental Representative**

For the purposes of the contract, the Minister hereby designates

\_\_\_\_\_

Name  
(Please print)

\_\_\_\_\_

Title  
(Please print)

as the Departmental Representative or anyone authorized by the Departmental Representative to act on his behalf.

**A 2 The Contractor shall have the work carried out under the direction and control of:**

\_\_\_\_\_

Name  
(Please print)

\_\_\_\_\_

Title  
(Please print)

**A 3 Appropriate Laws**  
This contract shall be governed by, and construed in accordance with the laws in force in the Province of: \_\_\_\_\_

**A 4 Date of Completion of Work and Statement of Work**

The Contractor shall between the date of these Articles of Agreement and the \_\_\_\_\_ day of \_\_\_\_\_ perform and complete with care, skill, diligence and efficiency the work described in **Appendix B, STATEMENT OF WORK.**

**A 5 Contract Amount:**

Subject to the terms and conditions of the contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor a **sum not in any circumstances to exceed:**

\$ \_\_\_\_\_

In accordance with Section 40 of the *Financial Administration Act*, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in the course of payment.

White Contractor's Copy      Canary Finance Copy      Pink Originator's copy      Gold Control Copy

**A 6 Copyright**

Technical documentation as defined in **Appendix A, GENERAL CONDITIONS, SECTION 18**, shall contain the following copyright notice:

HER MAJESTY IN RIGHT OF CANADA ( )

as represented by the Minister of Agriculture-Department of Agriculture and Agri-Food

**A 7 Method of Payment**

Subject to the Terms of Payment set out in **Appendix A, GENERAL CONDITIONS**, payment for work shall be made on the following basis:

Payment on completion (one payment only) 100% upon completion and acceptance by the Departmental Representative of the work.

or

Progress Payments

upon completion and acceptance, by the Departmental Representative of the work described in part \_\_\_\_ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part \_\_\_\_ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part \_\_\_\_ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part \_\_\_\_ of the STATEMENT OF WORK.

or

according to the payment schedule attached as Appendix \_\_\_\_

**SPECIMEN**

**A 8 Signed for Her Majesty by:**

Name \_\_\_\_\_  
(Please print.)

Title \_\_\_\_\_  
(Please print.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**A 9** Signing of these Articles of Agreement constitutes acknowledgement of receipt and acceptance of **Appendix A, GENERAL CONDITIONS, Appendix B, STATEMENT OF WORK** and, if applicable, the substitute payment schedule Appendix and forms the contract between Her Majesty and the Contractor.

**Signed by / for the Contractor by:**

Name \_\_\_\_\_  
(Please print.)

Title \_\_\_\_\_  
(Please print.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE: ALL PARTS REQUIRE ORIGINAL SIGNATURES**