



REQUEST FOR PROPOSALS (RFP)
Architecture & Engineering Consulting Services

**PLANS AND SPECIFICATIONS PREPARATION AND SITE SUPERVISION FOR THE REROOFING
OF SECTION N.9 AND N.11**

Horticulture Research and Development Centre in Quebec

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

May 30th, 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

Agriculture and Agri-Food Canada is seeking the services of qualified professionals who have the ability to provide the services described in this RFP, for the plans and specifications preparation and a site supervision carried by the Research Centre located in Saint-Jean-sur-Richelieu.

PART 2 – INSTRUCTIONS TO BIDDERS

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 Appendix "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 two (2) 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 **Thursday, May 22nd, 2014 at 9:30 (Eastern Daylight Time)**. Proposers must show up 10 minutes prior to the scheduled visit at the address below:

Horticulture Research and Development Centre
Agriculture and Agri-Food Canada
430, boul. Gouin
Saint-Jean-sur-Richelieu, Québec

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: 01B46-14-0028
- (iii) Bidder's name and address.

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

- Section I: Relevant projects and staff proposed (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: Relevant projects and staff proposed

In the form of project sheets (one page maximum per project), present three similar projects carried out by the firm in the past five years. Include information on the proposed staff and their experience in the reroofing field (one page maximum per person).

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 "01B46-14-0028", the project title "**Plans and specifications preparation and Site supervision for the reroofing of section n.9 and n.11**" and the Bidder's name.

Indicate one price for phase 1 (Design phase) and one price for phase 2 (Construction phase) and the Grand total. (Fill up FORM C)

The Financial Bid (FORM C) is to be submitted in terms of Canadian currency. Do not bind the cost portion envelope into the proposal. 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 identified below:

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

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:

6.4.2 Project Authority

The Project Authority 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 issuance of a contract is not subject to a security screening check since the contractor will be escorted at any time by an AAC 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", two (2) 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 01B46-14-0028;
- e) the amount invoiced and the breakdown of costs

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 Quebec.

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 (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.



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

01B46-14-0028

**APPENDIX « A »
GENERAL CONDITIONS**

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.

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.

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.



APPENDIX "B" STATEMENT OF WORK

1.0 PART A – STATEMENT OF WORK

1.1 Purpose

The purpose of this document is to provide an overview of the project and the services to be provided by the Consultant over the course of the project, and to describe the content and format of the deliverables.

1.2 Project specifics

1.2.1 Project title and number

Project title: Preparation of plans and specifications and partial supervision of work
REROOFING OF SECTIONS nos. 9 and 11
430 Gouin Blvd.
St-Jean-sur-Richelieu, Quebec J3B 3E6

Project number: 01B46-14-0028

1.2.2 Background

Roof sections no. 9 and 11 on the roof of the main HRDC building date back to the original construction in 1985. Several interventions have been made in recent years to stop water from leaking into the building. After 29 years, the roof is reaching the end of its useful life; it must be removed and rebuilt. For ten years, the roof has been replaced section by section (areas), year after year.

A mandate to prepare plans and specifications and to partially supervise the work shall be given to an architect. The work to be performed in summer 2014 by a contractor belonging to the Association des maîtres couvreurs du Québec will consist of rebuilding the existing roof.

The roof must be replaced with the same type of roofing system as the system installed on the other sections (SBS modified bitumen membranes, polystyrene and polyisocyanurate insulation, perforated felt, etc.). The surface area of the sections is $\pm 340 \text{ m}^2$.

1.2.3 Project objectives

The project objectives are to:

- 1) Prepare plans and specifications to solicit bids for the reconstruction of sections no. 9 and 11 and, once a contractor has been selected, partially supervise the work.

1.2.4 Standards

The roofing system design must comply with the standards and codes below, as well as all applicable regulations in effect.



- 1) National Building Code, current edition
- 2) Québec Construction Code, current edition
- 3) Canadian Standards Association (CSA) standards
- 4) American Society for Testing and Materials (ASTM) standards

1.2.5 Scope of Consultant work

To provide professional architecture services as described in section 1.5 – Services requested, in order to achieve the project objectives.

1.2.6 Project parameters

Elements to consider for the design:

- removal of the existing roof (stone, insulation, geotextile membrane, etc.);
- metal trim, fascias and flashings;
- watertightness of fixture bases and other penetrating components;
- flashings and membrane reinforcements for fascias, curbs and other raised components;
- watertight sleeves for various penetrating components and supply lines penetrating the roof;
- roof drains;
- insulation;
- multilayer bituminous membranes;
- all work and accessories required to fully waterproof and finish the roof;
- rough carpentry for parapets, curbs and bases, fixture bases, frames, and other roofing accessories.

The minimum warranty periods are:

- Roof watertightness (contractor): 5 years
- Non-alteration of materials (manufacturer): 10 years

Site accessibility: the site is accessible during the day between 7:00 a.m. and 4:00 p.m.

Access to facilities must be organized with the research centre facilities manager, who will be identified when the contract is awarded.

1.2.7 Available documents

The original building plans (1984) and the reconstruction plans for sections 5, 6 and 10 (2013) will be made available to the Consultant. The original building plans are in hard copy only, and the reconstruction plans are in DWG and PDF format.



1.2.8 Targeted project milestones

Activities	Business Days
Design (Phase I)	
Presentation of proposal	5
Mandate issue	1
Meeting with client and site survey	1
Plans 99% complete	10
Client comments	3
Plans and specifications for submission	4
Subtotal	24
Monitoring of work (Phase II)	
Bid solicitation (AAFC)	15
Contract award	5
Work	20
Subtotal	40
Total	65

1.3 Project administration

1.3.1 Coordination with AAFC

The Project Authority is the AAFC Departmental Representative.

The Project Authority participates directly in the project activities and is responsible for the progress of the project.

Unless otherwise instructed, the Consultant receives all of the information, directives, acceptances and approvals necessary for the work directly from the Project Authority.

The Consultant must:

1. Ensure that services are delivered according to the terms of the contract and the directives communicated by the Project Authority;
2. Ensure that all communications bear the AAFC project title and number; and
3. Notify the Project Authority of any changes that may affect the project schedule or budget or that do not comply with the written approvals or directives. The Consultant must provide detailed information on and justification for any such changes and then obtain written approval before proceeding.

1.3.2 Coordination with sub-consultants

The Consultant shall (for the contract design phase):

1. coordinate and assume responsibility for the work of any sub-consultants and/or specialists hired by the Consultant;
2. ensure clear, accurate and uninterrupted communication of questions related to the plans, budget or schedule (including changes) with respect to the responsibilities of all sub-consultants and/or specialists, from the initial building review to the submission of reports after the modernization work;



3. ensure that the sub-consultants and/or specialists attend meetings at which their presence is necessary; and
4. ensure appropriate or necessary coordination of requirements with and among the sub-consultants and/or specialists for the project.

1.3.3 Lines of communication

The Consultant must communicate only with the Project Authority and only in the manner prescribed by the Project Authority.

1.3.4 Media

At no time and under no circumstances whatsoever may the Consultant respond to information requests or questions about the project from the media. All such requests must be directed to the Project Authority.

1.3.5 Response deadlines

The primary Consultant is required to be personally available to attend meetings and respond to the Project Authority's information requests within three days of the request, at the location where the work is to take place, effective from the contract award date to the substantial completion date.

1.4 Roles and responsibilities

1.4.1 Project Authority

The AAFC Project Authority is responsible for the progress of the project, including the management, administration and coordination of the project activities, as described in this document.

1.4.2 Consultant

The Consultant will be responsible for identifying AAFC's needs and incorporating them into the required project deliverables. The Consultant will create and maintain, for the duration of the project, a team capable of effectively delivering the services described in this document. The Consultant must implement the project within the deadlines and budget stated in this document.

Once the contract is awarded, the Consultant is responsible for carrying out all of the work described in this document in a conscientious and professional manner.

1.5 Services requested

1.5.1 Consultant's mandate

Under its mandate, the Consultant shall be responsible for performing the tasks stated below.



PHASE I (Design)

- a. Review with the designated AAFC representatives, the needs described in this document.
- b. Conduct an on-site survey of the roofing, drains, flashings, etc. The electronic (DWG) files of the plans of the work done in 2013–2014 will be made available to the Consultant for use of the base plan.
- c. Prepare the reroofing plans and specifications. Plans shall be in metric scale and in A1 format. Plans shall be drawn using AutoCAD. The specifications shall be in NMS (National Master Specification) format. The specifications shall include all general and specific conditions. No clauses relating to the bid solicitation shall be included; these shall be covered by AAFC's submission forms. The plans and specifications shall be bilingual.
- d. Provide a copy of the plans and specifications at 99% completion, in PDF format, to the AAFC Project Authority for feedback. After receiving feedback from the AAFC Project Authority, the Consultant shall make the proposed corrections and changes to the plans and specifications.
- e. At this stage, provide a Class D construction cost estimate.
- f. Once all of the corrections have been made, submit the documents to the AAFC Project Authority in PDF format.

PHASE II (work monitoring)

- a. The call for bids will be managed entirely by Agriculture and Agri-Food Canada.
- b. Services required during the bid solicitation and construction phases
 - 1) During the solicitation period:
 - Visit the site with the bidders in the presence of the AAFC Project Authority;
 - Answer bidders' technical questions;
 - As needed, prepare addenda (distribution by AAFC);
 - Evaluate the bids received and make a recommendation for the award of the construction contract;
 - Revise the above description of the monitoring mandate of an AMCQ-accredited inspector to be commissioned by AAFC (see item 4), and provide feedback to the AAFC Project Authority.
 - 2) After the call for bids, prepare seven sealed paper copies of the construction plans and specifications. The Consultant shall provide the AAFC Project Authority with the electronic files of the construction plans and specifications.
 - 3) After AAFC has issued the construction contract, partially supervise the work, including the following:
 - Approve the shop drawings;
 - Negotiate change notices (final approval by AAFC) and issue site instructions to the Contractor;



- Answer the Contractor's technical questions and resolve any problems that may arise during the work;
- Hold site meetings, draft minutes and distribute them;
- Visit the site to inspect the work (in combination with site meetings);
- Approve claims for progress payments;
- Issue deficiency lists;
- Issue the interim work acceptance certificate;
- Check the end-of-project manuals submitted by the Contractor;
- Update the "as-built" plans on AutoCAD using the plans that the Contractor has annotated during the work. Submit the TQC (as built) plans in DWG, PDF and paper format (two copies).

4) Note that AAFC will commission, at its own expense, an AMCQ-accredited inspector specialized in roofing work. The inspector will provide ongoing monitoring of the Contractor's work. The Consultant must work closely with the inspector to ensure that the work is completed in accordance with the nature of the contract.

1.5.2 Deliverables

PHASE I (Feasibility Study / Plans and Specifications)

Description
Plans and specifications 99% complete
Class D cost estimate
Plans and specifications for tender

PHASE II (Call for Bids and Supervision of Work)

Description
Addenda
Plans and specifications for construction
Site meeting minutes
Deficiency lists
Provisional acceptance of work
As-built plans in DWG, PDF and paper format.



APPENDIX C METHOD OF PAYMENT

Subject to the terms of payment set out in the general contract conditions, two (2) payments will be made for the services rendered, in accordance with the statement of work and subject to the approval of the AAFC representative.

Payment 1 100% of the amount set out in the financial proposal for phase 1 (refer to Appendix B, Section 1.5.1 and 1.5.2) when rendered and approved by the departmental Project Authority.

Payment 2 100% of the amount set out in the financial proposal for phase 2 (refer to Appendix B, Section 1.5.1 and 1.5.2) when rendered and approved by the departmental Project Authority.



APPENDIX D EVALUATION PROCEDURES AND METHOD OF SELECTION

Bidders must meet the mandatory requirements of this request for proposal. Proposals that do not meet these minimum requirements will not be considered.

1.0 Mandatory requirements

- i) The Architect's Project Manager must be a member of the Ordre des architectes du Québec. He must have at least 10 years of experience. Provide a proof with the bid (Resume)
- ii) The proposal must include three parts (sections I, II and III) as indicated below.
 - I – relevant projects completed and staff proposed (presented according to the requirements of section 3.2, page 7)
 - II – financial proposal **(as a separate document)**
 - III – certifications
- iii) The bidder must submit a signed proposal in accordance with Part 3 of this RFP. In the case of a proposal submitted by a joint venture, the proposal must be signed by all members of the venture, or be accompanied by a declaration that the signatory represents all parties in the joint venture.
- iv) The bidders must duly complete the mandatory certifications (forms A and B). If neither form applies to this request for proposal, the bidder must nevertheless complete the forms, specifying "not applicable."

2.0 Financial proposal evaluation

The financial proposal must be an overall fixed amount that includes but is not limited to fees paid to subcontractors. This amount must correspond to the maximum AAFC obligation for the contract, and must 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 proposal, general costs and all other applicable expenses, as well as profits. No other costs or expenditures will be refunded to the company under the contract issued.

All costs submitted must be in Canadian dollars and must not include Goods and Services Tax (GST) and/or Quebec Sales Tax (QST). All other taxes must be included, as applicable, and indicated separately in the proposal.

3.0 Evaluation and selection methodology

The final evaluation of the proposals deemed to be responsive will be based on the lowest total price proposed in the financial proposal submitted in form C.



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) separated prices as indicated below:**

Price Phase I (Design)

Prix Phase II (Work monitoring)

GRAND TOTAL

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>BETWEEN:</p> <p>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>AND</p>	<p>The Contractor (referred to in the contract as the "Contractor")</p> <p>Contractor name and address</p>
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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