



Request for Standing Offers

Agriculture and Agri-Food Canada (AAFC)

PLUMBING SERVICES

Nappan Research Farm

Nappan, Nova Scotia

Tenders must be received by: 2:00 PM, Eastern Daylight Time

On **June 11, 2014** at the following address:

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre

TENDER RECEIVING UNIT

2001 University St., Suite 671-TEN
Montreal, QC
H3A 3N2

**Note: Tenders received at a location other than this one
will be rejected.**



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PART 1 - GENERAL INFORMATION

1. Introduction

The Nappan Research Farm, Agriculture and Agri-Food Canada, located at 4016 Highway 302, Nappan, Nova Scotia, B0L 1C0, has a requirement for a company to provide plumbing services such as installation, removal and repair of various plumbing components such as: water closets, sinks, hot water heaters, backflow preventers and hot water boiler components.

2. Summary

The purpose of this Request for Standing Offer (RFSO) is to select Offerors to enter an agreement with AAFC to issue Departmental Individual Standing Offer (SO) to obtain the services described in the Statement of Work - Appendix "A", in the province of Nova Scotia for the Research Centre located in Nappan, Nova Scotia.

The total budget for the SOs will be approximately \$60,000.00 (Goods and Services tax or Harmonized sales tax not included).

The period for rendering services against the Plumbing Standing Offer is from the date of award of the Standing Offer to March 31, 2015. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period, from April 1, 2015 to March 31, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

3. Debriefings

After issuance of an SO, Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the SO Authority within 15 working days of receipt of the results of the RFSO process. The debriefing may be in writing or by telephone.

4. Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Tuesday, June 3, 2014 at 10:00AM** at the Nappan Research Farm, located at 4016 Highway 302, Nappan, Nova Scotia, B0L 1C0.

Tenderers are requested to be present at the reception desk at least 10 minutes prior to the meeting. Offerors will be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 2 - OFFEROR INSTRUCTIONS

1. Instructions, Clauses and General Conditions

This part contains general information on AAFC's requirements and general instructions for the preparation and submission of an offer.

One method of supply used by Agriculture and Agri-Food Canada (AAFC) to satisfy the requirements of our programs is to arrange with suppliers to submit a RFSO for the provision of services during a specified



period. With the completed RFSO, AAFC is authorized to make call-ups against the SO detailing the exact level of services they wish to order at a particular time during the effective period of the SO, in accordance with the predetermined conditions.

The process normally starts with a RFSO that suppliers may obtain through the Government Electronic Tendering Service (buyandsell.gc.ca). A RFSO is an invitation to suppliers to provide an offer to AAFC. The level of services and estimated expenditure that will be specified in the SO are only an approximation of requirements given in good faith.

A RFSO does not commit AAFC to authorize the utilization of an SO or to obtain services or issue a subsequent Contract to this effect.

A SO is not a contract. The issuance by AAFC of a call-up against the SO to successful suppliers becomes the contract with Canada for any or all of the services requested. AAFC may issue one or several call-ups against an SO, up to the maximum amount of the SO.

Instructions, clauses and conditions identified in the RFSO and the call-up(s) by number, date and title are part of the RFSO, the SO and any resulting Contract as though they were expressly set.

2. Certifications

- 2.1. Offerors must respond to Requests for Standing Offers (RFSOs) in an honest, fair and comprehensive manner, must accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting SO and call-ups, and submit offers and enter into contracts only if they will fulfill all obligations of the call-up. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - 2.1.1. payment of a contingency fee to a person to whom the [Lobbying Act](#) (R.S.C. 1985, c. 44 (4th Supp.)) applies;
 - 2.1.2. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
- 2.2. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (2.1.1) or (2.1.2) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
- 2.3. Offerors further understand that the commission of certain offences will render them ineligible to be issued a contract. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:
 - 2.3.1. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or purchasing office), section 380 (Fraud) or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code*, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act*.



- 2.4 For the purpose of this section, business concerns, organizations or individuals are Offeror's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
- 2.5. The SO Authority will declare non-responsive any offer in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the SO Authority.
- 2.6. In circumstances where an Offeror or any of the Offeror's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Offeror must provide with its offer, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
- 2.7. The Offeror or any of the Offeror's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting SO arising from this RFSO and any call-up made under the SO.

3. Definition of Offeror

- 3.1. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a call-up resulting from an SO. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

4. Submission of Offers

- 4.1. Canada requires that each offer, at closing date and time or upon request from the SO Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with, PART 2, section 15 of the RFSO.
- 4.2. It is the Offeror's responsibility to:
 - 4.2.1 obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
 - 4.2.2. prepare its offer in accordance with the instructions contained in the RFSO;
 - 4.2.3. submit a complete offer by closing date and time;
 - 4.2.4. send its offer only to AAFC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO;
 - 4.2.5. ensure that the Offeror's name, return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
 - 4.2.6. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- 4.3. If Canada has provided Offerors with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (buyandsell.gc.ca) but may



also be made available on CD-ROM through buyandsell.gc.ca, the format downloaded through buyandsell.gc.ca will take precedence. If Canada posts an amendment to the RFSO revising any documents provided to Offerors in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Offeror's responsibility to ensure that revisions made through any RFSO amendment issued through buyandsell.gc.ca are taken into account in the alternate formats it uses of RFSO documents.

- 4.4. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension of the validity period is accepted by all responsive Offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
- 4.5. Offers and supporting information may be submitted in either English or French.
- 4.6. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S.C. 1985, c. A-1) and the [Privacy Act](#) (R.S.C. 1985, c. P-21).
- 4.7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- 4.8. An offer cannot be assigned or transferred in whole or in part.

5. Late Offers

- 5.1. AAFC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described below.

6. Delayed Offers

- 6.1. An offer delivered to the specified Bid Receiving Unit after the closing date and time but before the SO issuance date may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers. The only pieces of evidence relating to a delay in the CPC system that are acceptable to AAFC are:

- a. a CPC cancellation date stamp or
- b. a CPC Priority Courier bill of lading or
- c. a CPC Xpresspost label

which clearly indicate that the offer was mailed before the RFSO closing date.

- 6.2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by AAFC.



- 6.3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

7. Electronic Transmission or Facsimile

- 7.1. Offers submitted by facsimile or other electronic means will not be accepted by AAFC

8. Legal Capacity

- 8.1 The Offeror must have the legal capacity to enter into a contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the SO Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

9. Rights of Canada

- 9.1. Canada reserves the right to:
- a. reject any or all offers received in response to the RFSO;
 - b. enter into negotiations with Offerors on any or all aspects of their offers;
 - c. authorize for utilization any offer in whole or in part without negotiations;
 - d. cancel the RFSO at any time;
 - e. reissue the RFSO;
 - f. if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the Offerors who submitted an offer to resubmit offers within a period designated by Canada; and,
 - g. negotiate with the sole responsive Offeror to ensure best value to Canada.

10. Rejection of Offer

- 10.1. Canada may reject an offer where any of the following circumstances is present:
- a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
 - b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
 - e. evidence satisfactory to Canada that based on past conduct or behaviour, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:



- i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
 - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 10.2. Where Canada intends to reject an offer pursuant to a provision of subsection 1(f), the SO Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
- 10.3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a RFSO from a single Offeror or a joint venture. Canada reserves the right to:
 - a. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

11. Communications - Solicitation Period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be in writing only to the SO Authority identified below:

Gabrielle Raina Plouffe
gabrielle.plouffe@agr.gc.ca

12. Request for Information

All enquiries must be submitted in writing to the SO Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

- 12.1. To ensure consistency and quality of information provided to Offerors, significant inquiries received and the responses to those requests will be provided simultaneously on buyandsell.gc.ca to all Offerors who have downloaded the RFSO without the name of the author of the inquiries mentioned.
 - 12.1.1. Failure to comply with the requirements mentioned above could result in the offer being declared non-responsive.
- 12.2. Amendment of RFSO:
 - 12.2.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on buyandsell.gc.ca. A notification of amendment will be provided simultaneously by buyandsell.gc.ca to Offerors who have downloaded the present RFSO.



12.2.2. It is the Offeror's responsibility to ensure that their profile on buyandsell.gc.ca is up to date.

13. Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

14. Conduct of Evaluation

14.1. In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
- b. request, before issuance of any SO, specific information with respect to Offerors' legal status;
- c. conduct a survey of Offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
- d. correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern;
- e. verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
- f. interview, at the sole costs of Offerors, any Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.

14.2. Offerors will have the number of days specified in the request by the SO Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

15. Joint Venture

15.1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the Procurement Business Number of each member of the joint venture;
- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d. the name of the joint venture, if applicable.

15.2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the SO Authority.

15.3. The offer and any resulting SO must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The SO Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any



resulting SO. If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any Contract resulting from a call-up against the SO.

16. Conflict of Interest - Unfair Advantage

16.1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:

- a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

16.2. The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.

16.3. Where Canada intends to reject an offer under this section, the SO Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the SO Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

17. Entire Requirement

The RFSO contains all the requirements relating to this request for offers. Any information or documentation provided to or obtained by an Offeror from any other source is not relevant. Offerors should not assume that practices used under previous contracts will continue, unless they are described in this RFSO. Offerors should also not assume that their existing capabilities meet the requirements of this RFSO simply because they have met the requirements of previous RFSOs.

18. Applicable Laws

The SO and any Contract resulting from the RFSO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Nova Scotia.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

The offer must be completed and signed by the Offeror or an authorized officer of the Offeror.

The signature of the Offeror indicates acceptance of the conditions for an eventual SO as stipulated in the RFSO.



2. Joint Venture

An offer submitted by a joint venture must be signed by all members of the joint venture.

If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the SO.

3. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer, 2 hard copies

Section II: Financial Offer, 2 hard copies

Section III: Certification, 1 hard copy

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to that of the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (Policy on Green Procurement: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors are encouraged to:

1. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
2. use an environmentally-preferable format including **black and white printing instead of colour printing, printing double sided/duplex, using staples or clips** instead of Cerlox, duo tangs or binders.

4. Section I: Technical Offer

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and
- d. the reference number of this RFSO: 01B46-13-0162.

In the Technical Proposal, the Offerors should demonstrate how:

- a. they meet the requirements of technical evaluation (PART 4 – Evaluation Procedures and Basis of Selection)

4.1 Identification of the Offeror

- a. Since the Offeror submitting a winning proposal will be called upon to sign the prospective SO agreement with AAFC for the provision of the services set out in the Statement of Work - Appendix "A", it is important to properly identify the nature of the Offeror.



- b. If a firm is submitting the proposal, EACH employee offering the services under the SO must comply with the requirements in the Mandatory Requirements Section of the RFSO.
- c. The firm shall also list separately in its offer all employees being proposed to provide the services.

5. Section II: Financial Offer

Offerors must submit their financial offer by completing and signing Appendix "B" - Basis of Payment. Goods and Services Tax or Harmonized Sales Tax must not be included in the rates submitted.

Offerors must submit a rate for the service identified in Part A of Appendix "B", for each working time period and each one of the three (3) years. Only greyed out boxes should be left blank.

6. Section III: Certification

Offerors must submit the certifications required under Part 5.

AAFC reserves the right to verify statements made by the Offeror regarding its certificates during the RFSO evaluation (before the award of the SO) and after the award of the SO.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Offers will be assessed in accordance with the requirements of the RFSO, including the technical evaluation, financial evaluation and mandatory certification.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.

2. Technical Evaluation

Only Offerors with experience at maintenance and installation of plumbing systems in large institutional/commercial buildings will be considered qualified for this work. All plumbing work must be performed by journeymen plumbers.

Offerors must employ on a full time basis and be capable of supplying all skilled labour, trades and services, as per the attached Appendix "B" - Basis of Payment. Offerors will offer 24 hour emergency service for repair of heating equipment and controlled environment systems supporting Research.

Proposed Personnel:

In order to demonstrate that the proposed personnel possess the qualifications specified above, Offerors must provide a list of licensed journeyman plumbers in their present employ that would be sent to the site to perform any part of the general scope of work. List the employees name, license number and years of experience as a journeyman. All proposed employees must have a minimum of two (2) years' experience in related work as journeymen.

Failure to provide sufficient details may result in an offer being evaluated as non-responsive.



3. Financial Evaluation

A financial evaluation of the rates proposed by the Offeror (in Part A of Appendix “B”) will be performed as per Part B of Appendix “B”. The rates submitted in the offer shall be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian custom duties and excise taxes included.

4. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - MANDATORY CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

Offerors must have the required certifications to be issued an SO. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

The certifications Offerors provide to Canada are subject to verification by Canada both during the offer evaluation period (before issuance of an SO) and after issuance of an SO. The SO Authority has the right to ask for additional information to verify Offerors’ certifications before issuance of an SO. The offer will be declared non-responsive if any certification claimed by the Offeror is untrue, whether knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

2. Certifications

Form A contains the attestation listed below and must be completed and submitted with the offer, section III.

AAFC will declare the offer non-responsive if the certifications are not filed or supplemented as required.

- 1.1 Former Public Servant Certification
- 1.2 Former Public Servant in Receipt of a Pension
- 1.3 Work Force Reduction Program

Form B

For legal and ethical reasons, Offerors are not obligated to complete Form B “Personnel Screening Consent and Authorization Form” (tbs/sct 330-23e) available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> at this point in the tender process. However, once the technical evaluation teams have evaluated the received proposals and have selected the winning offers, this requirement will become mandatory. Successful clearance by AAFC’s Security Services is a mandatory condition before AAFC contracting authorities can award an SO.

However, Offerors have the option to complete Form B at their sole discretion at this point. Should a Offeror decide to complete the required information and is selected by the technical evaluation team, *the initiative will only accelerate the due diligence process by 2 or 3 weeks*. Regardless of the option chosen by the Offeror, their decision has no bearing or influence on the technical team’s evaluation.



Form C: Subcontracting Form

PART 6 - 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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Appendix "A".

2. Clauses and General Conditions

The General Conditions of the SOs "Appendix D" and General Condition- Call-Up "Appendix C" as well as all clauses identified in the SO and in the call-up, apply to and form part of the SO agreement.

3. Period of the Standing Offer

3.1. The period for making call-ups against the SO is from the date of signature of the SO agreement to March 31, 2015.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) year period, from April 1, 2015 to March 31, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

Year I - Date of Award to March 31, 2015
Optional Year II & III - April 1, 2015 to March 31, 2017

3.3. Amendment of Standing Offer

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing an amendment to the Standing Offer in writing.

4. Authorities and Identified Users

4.1. Standing Offer Authority



The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the SO by any Identified User.

Gabrielle Raina Plouffe
Contract Officer

Agriculture and Agri-Food Canada
Eastern Service Centre
2001 University, Suite 671-L
Montreal, Quebec, H3A 3N2
Telephone: 514-315-6123
Facsimile: 514-283-3143
E-mail address: gabrielle.plouffe@agr.gc.ca

4.2. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: TBA

5. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using AAFC's form- "Departmental Individual Standing Offer- Call- up".

6. Limitation of Call-ups

Individual call-ups against the SO must not exceed **\$5,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

The Offeror must not perform any work or services in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is authorized by the SO Authority.

7. Financial Limitation

The total cost to AAFC resulting from call-ups against the Standing Offer must not exceed the sum of **\$20,000** per fiscal year (Goods and Services Tax or Harmonized Sales Tax excluded), for year I and optional year II & III, unless otherwise authorized in writing by the Contracting Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to AAFC to exceed the said sum, unless an increase is so authorized.

8. Call-up Procedures

When plumbing work or repairs are required, AAFC Facility Manager or his designate shall contact the Contractor to discuss and define the scope of work to be done in a specific period of time. The Contractor shall provide an estimate to complete the work if requested by the Facility Manager. Based on the estimate provided, a call up against the standing offer will be made by AAFC on a standard numbered form. The Contractor shall not proceed or incur expenses on a job until a written call up is received for the work authorized by the Facility Manager.

Emergency service or repair work will be acted on by the Contractor immediately after being contacted by the Facility Manager or his designate.



9. 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.

- a. the call-up against the SO, including any appendices;
- b. the articles of the SO;
- c. Appendix "A", Statement of Work;
- d. Appendix "B", Basis of Payment;
- e. the General Conditions - Standing Offers;
- f. the General Conditions – Call-up against the Standing Offer;
- g. the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended _____." (insert date(s) of clarification(s) or amendment(s) if applicable).

10. Certifications

Compliance with the certifications provided by the Offeror is a condition of authorization of the SO and is subject to verification by Canada during the term of the SO and of any resulting contract that would continue beyond the period of the SO. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the SO.

11. Security Profile Verification – Form B

The issuance of an SO is subject to a successful security screening by the Government of Canada security services.

B. CALL-UP

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the SO.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the SO.

2. Period of the Call-up

The delivery of the services must be completed as per the terms specified in the subsequent call-up.

- 2.1. If the Contractor is unable to carry out the work within the time period in the call-up, he must notify the Facility Manager of AAFC as soon as possible. When applicable, the Facility Manager may, at their sole discretion, accept the new schedule or assign a new Contractor for the work at no cost to the Department.
- 2.2. If the Contractor accumulates three delays, the Department reserves the right to request the cancellation of the SO.



3. Call-up Amendment

No amendment to the call-up will be valid unless it is incorporated in a written amendment to the call-up and authorized by the Facility Manager.

4. Invoicing Instructions

The Contractor must submit invoices in accordance with Appendix "B": Basis of Payment.

- 4.1 Guarantee for reimbursement of advances: The Contractor will NOT be eligible to receive advances.
- 4.2 Payment must be for a fully completed case, with no provision for annual leave, statutory holidays or sick leave.
- 4.3 The Crown will not accept any travel or living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting call-up.
- 4.4 All prices and amounts of money in the SO are exclusive of Goods and Services Tax (GST) and Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

5. Approval of Services

Before a payment is made, AAFC reserves the right to determine, at its sole discretion, if the services rendered by the Contractor were satisfactory to the Department, in accordance with the terms of the SO and the contract.

In the event that the services are not acceptable to AAFC, the Department may, at its discretion, take steps to remedy the shortcomings of the Contractor, including but not limited to the following consequences:

- a. require the Contractor to provide the same services again, or to redo the part that was not completed, at its expense and to the satisfaction of AAFC;
- b. withhold any payment due to the Contractor for services rendered under the SO;
- c. send a written notice to inform the Contractor of the problems identified and corrective action required; and
- d. terminate the SO after having sent two such written notices to the Contractor. In this case, the Contractor will be compensated for the acceptable work already done and previously authorized by AAFC.

6. Security and Protection of Information Related to the Services Security Requirement

- 6.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Services, including any information that is confidential or proprietary. The Contractor shall not disclose any such information to any person without the written permission of the Minister. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the call-up and shall remain the property of Canada or the third party, as the case may be. Unless the call-up otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the call-up or at such earlier time as the Minister may require.



- 6.2. Subject to the Access to Information Act (R.S. 1985, c. A-1) and to any right of Canada under this call-up to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the call-up that is proprietary to the Contractor or a subcontractor.

The obligations of the Parties set out in this section do not apply to any information where the same information:

- is publicly available from a source other than the other Party; or
- is or becomes known to a Party from a source other than the other Party except any source that is known to be under an obligation to the other Party not to disclose the information; or
- is developed by a Party without use of the information of the other Party.

When the call-up, the Services, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the Minister.

Note: Under the context of the services to be provided, the web site address hereunder may serve as a guide to the Contractor: <http://www.ciisd.gc.ca/text/main/toc-e.asp>

- 6.3 Without limiting the generality of subsections 1 and 2, when the call-up, the Services, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes, at any time during the term of the call-up, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Note: Under the context of the services to be provided, it is likely that Canada will phone the Contractor to review the Contractor's security measures at his place of business and regular operations outside the office, by using a checklist.

7. Replacement of Personnel

When specific Contractors have been named in the SOs to perform the Work, the Firm shall provide the services of the Contractor named, unless the Contractor is unable to do so for reasons beyond his control.

- 7.1. The Contractor shall, before replacing any specific Contractors named in the SOs, provide a written notice to the Minister containing:
- a. the reason for the removal of the named person from the Work;
 - b. the name, qualifications and experience of the proposed replacement Contractor; for purposes of the evaluation of this new Contractor by the Technical Authority and the Contracting Authority.
- 7.2. The Contractor shall not, in any event, allow performance of the Work by an unauthorized replacement Contractor, and acceptance of a replacement Contractor by the Technical Authority and



the Contracting Authority shall not relieve the Contractor from the responsibility to meet the requirements of the SO.

8. Personal, Third Party and Government Information

The Contractor acknowledges that Canada is bound by the *Privacy Act* and the *Access to Information Act*, with respect to the protection of third party, government and personal information (the "information") as defined in those Acts.

- 8.1. The Contractor shall keep private and confidential any such information collected, created or handled by the Contractor under any resulting call-up, and shall not use, copy, disclose, dispose of or destroy such information, except in accordance with this clause and the delivery provisions of the call-up. All such information is the property of Canada, and the Contractor shall have no right in or to that information.
- 8.2. The Contractor shall deliver to Canada all such information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which has been made or obtained in relation to any resulting call-up, upon the completion or termination of the call-up, or at such earlier time as the Minister may request. Upon delivery of the information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the information remains in the Contractor's possession.



APPENDIX "A"

STATEMENT OF WORK

General Requirements:

Objective:

The Nappan Research Farm, Agriculture and Agri-Food Canada, located at 4016 Highway 302, Nappan, Nova Scotia, B0L 1C0, has a requirement for a company to provide Plumbing services such as installation, removal and repair of various plumbing components such as: water closets, sinks, hot water heaters, backflow preventers and hot water boiler components on a AS and When Requested basis.

Background:

The Research Centre operates on a five day basis from Monday to Friday, 8:00AM to 4:30PM, although some experiments are conducted around the clock over extended periods of time.

The Centre's Facilities includes:

- a) 20 buildings and barns (some not heated)
- b) A variety of plumbing systems (plastic, copper and steel pipe)
- c) Numerous water closets
- d) 12 backflow preventers
- e) Numerous curb stops and shut off valves
- f) Reservoir with 2 wells with pumps
- g) 6 hot water heater

Codes and Legislated Requirements:

The following codes and standards in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Standing Offer.

- i) Treasury Board of Canada
- ii) Canada Standards Association
- iii) Canadian Environmental Protection Act
- iv) National Building Code of Canada
- iv) National Fire code
- vi) Part II of the Canada Labour Code
- vii) Canadian Occupational Safety and Health Section of Part II of the Canada labour Code
- viii) Fire Commissioner of Canada FC 301 Standard for Construction Operations
- ix) Provincial and Territorial Acts and Regulations
- x) Canadian Construction and Labour Safety Codes; Provincial Government Workers= Compensation board and Municipal Statutes and Authorities
- xi) Canadian Electrical Code, Part I, CSA 22.1-1998
- xii) Canadian Plumbing Code
- xiii) Materials and workmanship must conform to or exceed applicable standards of Canada Government Specification Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations

In the event of a conflict between any of the above codes or standards, the most stringent shall apply.



Security and Identification

Photo identification is required for all employees working at the Research Centre and will be mandatory for all Contractors' staff when performing work at the site. All employees of the Contractor will be required to pass a Federal Government Security Clearance Screening. Photo identification cards will be worn by all employees of the Contractor at all times while on the site.

Service Required:

The Contractor shall furnish all necessary labour, supervision, transportation, material, tools and equipment to carry out this Standing Offer Agreement of maintenance, minor repairs and/or installations of plumbing services and provide the services described throughout this specification.

The types of service could include but are not limited to:

- (1) repair to hot water boiler components
- (2) repair to toilets, sinks and hot water heaters
- (3) repairs to various types of backflow preventers
- (4) repairs to various types of shut off valves
- (5) repairs to general piping components
- (6) flow testing of fire hydrants

Terms and Conditions of Work:

1. Contractor, upon award of standing offer, shall furnish the Facility Manager or his designated representative a copy of the Contractors Workers Compensation Certificate and Liabilities.
2. Upon award of standing offer AAFC will submit the names of the people proposed to do the work, as listed in the mandatory section, to Government of Canada's Security to undergo screening for enhanced security clearances. No employee of the Contractor shall be allowed on site until clearances have been established. This requirement must be updated when staff changes occur. The contractor to pay all costs incurred.
3. The Contractor shall report to the Facility Manager or his/her designated representative upon arrival on site, provide identification, and sign in at the Nappan Research Farm main office.
4. The contractor must be available 24 hours a day, 7 days a week, via phone or cell phone number. The Contractor will respond immediately and be on site within 60 minutes for an emergency priority and within 24 hours for a routine priority.
5. The contractor shall complete all applicable log books before leaving the site each day outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.
6. The Contractor shall warrant all services performed under this Standing Offer will at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to AAFC, and any Work corrected or replaced by the Contractor shall be subject to all provisions of the Standing Offer to the same extent as Work initially performed. The warranty is one year for parts and 60 days for labour.
7. The Contractor will be responsible to maintain the integrity of the existing facility. Any damage caused by the Contractor must be made good.



8. Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.
9. The Contractor shall execute the work with minimum disturbance to the occupants, public and normal use of the building.
 - i) Protect and maintain existing active services.
 - ii) Any connection to existing services are to be made with minimum disturbance to occupants and building operation.
 - iii) Any shutdown to execute service or repair must first be approved by the Facility Manager or his/her designate.
10. The Contractor shall at his own cost, remove and dispose of debris, used and obsolete material on a daily basis environmentally as per the Green Code.
11. The Contractor is to supply all tools and equipment required to provide work under the Standing Offer.
12. Equipment and materials to be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
13. Additions, relocations or removal of equipment or systems are to recorded, dated and initialled by the Contractor on the as-built prints where applicable.
14. Contractor shall submit a detailed work order explaining the Work undertaken to the Facility Manager or his designated representative before leaving the site.
15. The Contractor shall provide AAFC an invoice complete with a detailed breakdown of all parts, material and labour used. This invoice must clearly reference all work sheets associated with the call-up.
16. The Contractor may, upon request, provide AAFC with a wholesalers invoice complete with parts pricing.
17. While on-site, Contractor and Contractor's employees shall adhere to all AAFC's safety and workplace policies. A copy of the policy will be provided by the Facility Manager or his/her designated representative.
18. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.
19. The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well-being of his/her employees. Copies shall be made available to the Departmental Representative.
20. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Departmental Representative.



21. Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors and personnel are advised of such Safety Plan and of the posted location.
22. The Contractor shall ensure all workers and authorized personnel entering the work site are notified of, and abide by the posted Safety Plan, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
23. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used. (Safety boots, hearing protection, etc.)
24. All Contractors' employees working with controlled products on Federal property and/or In Federal facilities will require WHMIS certification, Fall Arrest and Confined Spaces certification.
25. All Contractors must provide a copy of the Material Safety Data Sheet (MSDS) to the Facility Manager or designate.
26. The Contractor may be required to provide a written estimate for repair work and new installations to the Facility Manager or his designated representative when needed.
27. This Standing Offer does not create an exclusive right of the Contractor to perform all the work that may be required. AAFC reserves the right to have any work done by other means.
28. AAFC reserves the right to supply the Parts and Material to the Contractor. All materials must be approved by the Facility Manager or his designated representative prior to ordering or installation.
29. The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.



APPENDIX "B"
BASIS OF PAYMENT - Part A
Rates Offered for the Duration of the Standing Offer

Table with 13 columns: Item #, Skilled Trades and Site Services, Unit, Year I (Date of Award to March 31, 2015) [During Regular Working Hours \$, Outside Regular Working Hours \$, Saturday, Sunday & Holidays Hours \$], Optional Year II (April 1, 2015 to March 31, 2016) [During Regular Working Hours \$, Outside Regular Working Hours \$, Saturday, Sunday & Holidays Hours \$], Optional Year III (April 1, 2016 to March 31, 2017) [During Regular Working Hours \$, Outside Regular Working Hours \$, Saturday, Sunday & Holidays Hours \$]. Rows include Licensed Plumber: Service Calls and Plumber Apprentice: Service Calls.

Name of Offeror: _____

Name of Authorized Signatory: _____

Address of Offeror: _____

Position of Signatory: _____

Signature : _____ Date: _____



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates
Year I - Award Date to March 31, 2015

Item #	Skilled Trades and Site Services	Unit of Measure	During Regular Working Hours \$	Est Qty per year	Total A	Outside Regular Working Hours \$	Est Qty per year	Total B	Saturday, Sunday & Holidays Hours \$	Est Qty per year	Total C	Total per Trade / Service (Total A + B + C)
1	Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hr		180			10			10		
2	Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hr		80			10			10		
3	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance										\$5,000
TOTAL												\$ _____



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates
Optional Year II - April 1, 2015 to March 31, 2016

Item #	Skilled Trades and Site Services	Unit	During Regular Working Hours \$	Est Qty per year	Total A	Outside Regular Working Hours \$	Est Qty per year	Total B	Saturday, Sunday & Holidays Hours \$	Est Qty per year	Total C	Total per Trade / Service (Total A + B + C)
1	Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hr		180			10			10		
2	Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hr		80			10			10		
3	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance										\$5,000
TOTAL												\$ _____



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates
Optional Year III - April 1, 2016 to March 31, 2017

Item #	Skilled Trades and Site Services	Unit of Measure	During Regular Working Hours \$	Est Qty per year	Total A	Outside Regular Working Hours \$	Est Qty per year	Total B	Saturday, Sunday & Holidays Hours \$	Est Qty per year	Total C	Total per Trade / Service (Total A + B + C)
1	Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hr		180			10			10		
2	Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hr		80			10			10		
3	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance										\$5,000
TOTAL												\$ _____



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates

Total evaluated cost for Year I \$ _____

Total evaluated cost for Optional Year II \$ _____

Total evaluated cost for Optional Year III \$ _____

Total for the three (3) years \$ _____



APPENDIX "C"

AAFC- GENERAL CONDITIONS- CALL-UP(S) AGAINST STANDING OFFER

GC1. INTERPRETATION

In the contract:

- 1.1 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada, and "Contractor" means the person, entity or entities named in the contract to supply goods, services or both to Canada;
- 1.2 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.3 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.4 "Work" unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract.

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, labour 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 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.
- (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, he 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, he 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.



- (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 in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (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 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does 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 wilful 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 Provincial Taxes

(a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the Provinces of:

Prince Edward Island OP-10000-250



Manitoba 390-516-0

- (ii) For Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable provincial legislation), including material incorporated into real property.

26.3 Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor 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 on its cost. There will be no adjustment if the change takes effect after the date required by the contract for delivery of the Work.

26.4 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the contract. The GST or HST is not included in the contract price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

- 26.5 Tax withholding of 15 percent pursuant to the *Income Tax Act*, R.S.C. 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 of 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 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 that 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 under paragraph 221(1)(d) of the federal *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The contract shall ensure 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*, S.C. 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Service shall not derive any direct benefit resulting from the contract.

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 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*, R.S.C. 1985, c. 44 (4th Supp.).

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

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.

GC40. Notice

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

GC41. Accuracy

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



GC42. Entire Agreement

The contract constitutes the entire agreement between the Parties relative to the 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 procurement binding on the Parties other than those contained in the contract.



APPENDIX “D”

AAFC - GENERAL CONDITIONS- STANDING OFFER

GC1. Interpretation

In the Standing Offer, unless the context otherwise requires:

“Call-up” means an order issued by an Identified User duly authorized to issue a call-up against a particular SO. Issuance of a call-up to the Consultant constitutes acceptance of its offer and results in the creation of a Contract between Her Majesty the Queen in right of Canada and the Consultant for the goods, services or both described in the call-up.

“Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada and any other person duly authorized to act on behalf of that Minister.

“Identified User” means a person or entity identified in the SO and authorized by the SO Authority to make call-ups against the SO.

“Consultant” means the person or entity whose name appears on the signature page of the SO and who offers to provide goods, services or both to Canada under the SO.

“Standing Offer” means the written offer from the Consultant, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, appendices and any other document specified or referred to as forming part of the SO.

“Standing Offer Authority” means the person designated as such in the SO, or by notice to the Consultant, to act as the representative of Canada in the management of the SO. The SO Authority will issue a document called “SO and Call-up Authority” to authorize identified users to make call-ups against the SO and to notify the Consultant that authority to make call-ups against the SO has been given to identified users.

GC2. General

The Consultant acknowledges that an SO is not a contract and that the issuance of an SO and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the SO. The Consultant understands and agrees that Canada has the right to procure the goods, services or both specified in the SO by means of any other contract, SO or contracting method.

GC3. Offer

1. The Consultant offers to provide and deliver to Canada the goods, services or both described in the SO, in accordance with the pricing set out in the SO as and when the Identified User may request such goods, services or both, in accordance with the conditions listed at sub-section 2 below.
2. The Consultant understands and agrees that:
 - a) a call-up against the SO will form a contract only for those goods, services, or both, which have been called-up, provided that such call-up is made in accordance with the provisions of the SO.



- b) Canada's liability is limited to that which arises from call-ups against the SO made within the period specified in the SO.
- c) Canada may require that the purchase of goods, services or both listed in the SO be made using an electronic purchasing tool. Canada will provide the Consultant at least three (3) months' notice before imposing such a requirement.
- d) The SO cannot be assigned or transferred in whole or in part.
- e) The SO may be set aside by Canada at any time.

GC4. Call-up

If applicable, Identified Users will use the form specified in the SO to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the SO.

Call-ups against the SO paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other call-up.

GC5. Withdrawal

In the event that the Consultant wishes to withdraw the SO after authority to call up against the SO has been given, the Consultant must provide no less than thirty (30) days' written notice to the SO Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the SO Authority and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all call-ups which are made before the expiry of that period.

GC6. Revision

The period of the SO may only be extended, or its usage increased, by the SO Contracting Authority issuing a revision to the SO in writing.

GC7. Disclosure of Information

The Consultant agrees to the disclosure of its SO unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.



FORM "A"

FORMER PUBLIC SERVANT CERTIFICATION

MANDATORY CERTIFICATION

This Form A shall not be edited nor its content be modified in any way. Failure to complete and sign this form and attach it in whole to the technical proposal in accordance with the signing procedures described in this form will automatically result in the rejection of your proposal.

1.1 Former Public Servant Certification

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

Definitions

For the purposes of this clause:

"Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

1.2 Former Public Servant

Is the Offeror a FPS?

YES () NO ()

If so, the Offeror must provide the following information:

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



1.3 Former Public Servant in Receipt of a Pension

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

YES () NO ()

1.4 Work Force Reduction Program

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

Form A which contains the mandatory certifications, must be signed strictly in accordance with the following requirements:

- I. *Where the Offeror is an individual* - The signature of the individual must be affixed and his/her name typed or printed in the space provided.
- II. *Where the Offeror is a corporation* - The signatures of the authorized signatories must be affixed and their names and titles, and the name of the corporation typed or printed in the space provided. The corporate seal may be affixed.
- III. *Where the Offeror is a partnership* (in common law regime) - The signature(s) of the authorized signatory(ies) of the partnership must be affixed and the name(s) of the authorized signatory(ies) and the name of the partnership typed or printed in the space provided.
- IV. *Where the Offeror is a sole proprietorship* - The signature of the sole proprietor must be affixed and the sole proprietor's name typed or printed in the space provided.
- V. *Where the proposal is submitted by a consortium, joint venture or other type of association* – The signature of EACH member of the consortium, joint venture or other type of association (or the authorized signatories, as the case may be) must be affixed and the name and title typed or printed in the space provided. EACH member must sign a copy of **Form A** in the manner applicable to their particular arrangement, which is more particularly described in paragraphs I to IV above. The name of EACH Member Corporation, partnership or sole proprietorship, as the case may be, must also be typed or printed in the space provided.



Name of individual, Corporation,
Partnership, etc. (print or type)

Name & Title of Authorized Signatory(ies)
(print or type)

Signature(s) of Individuals or Authorized
Signatory(ies)

Dated this _____ day of _____, 2014.



FORM C –SUBCONTRACTING / SOUS-TRAITANCE

If there is to be no subcontracting, proposer must confirm it on this form 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