

**REQUEST FOR PROPOSAL (RFP):  
01R11-15-S006**

**FOR THE PROVISION OF**

**ONLINE DELIVERY SERVICES  
AGRICULTURE AND AGRI-FOOD CANADA'S REAL-TIME IN-  
SITU SOIL MONITORING FOR AGRICULTURE (RISMA)  
NETWORK DATA**

**FOR**

**Agriculture and Agri-Food Canada (AAFC)**

Contracting Authority:

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

Agriculture and Agri-Food Canada (AAFC) requires the services of a Contractor to provide a secure web-based platform (based on Open Geospatial Consortium (OGC) standards), to deliver AAFC's Real-Time In Situ Soil Monitoring for Agriculture (RISMA) network data.

This online platform shall be accessible to external users and the general public, where current and daily average atmospheric and soil moisture conditions can be viewed, graphed and downloaded on a near real-time basis.

The network, named Real-time In-situ Soil Monitoring for Agriculture (RISMA) has provided critical support to multiple operational and research projects both domestically and internationally. The accessibility and timeliness of data delivery from this in-situ network are important; especially when time-sensitive decisions are required or when operational models require input or verification.

The services required are detailed in Appendix B. A contract will be required from the Date of Award until March 31, 2015 with an Option to Extend by an additional one (1) year option period. The estimated value of this RFP is \$64,000.00 + GST, allocated for one year including the option to extend.

### **2.0 SECURITY REQUIREMENTS**

"This section is intentionally left blank".

### **3.0 INTERPRETATION**

- In the Request for proposal "RFP",
- 2.1 **"Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC"** means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
  - 2.2 **"Contract" or "Resulting Contract"** means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
  - 2.3 **"Contracting Authority or authorized representative"** means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

- 2.4 “**Contractor**”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 2.5 “**Minister**” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 2.6 “**Project Authority or authorized representative**” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 2.7 “**Proposal**” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 2.8. “**Bidder**” means a person or entity submitting a Proposal in response to this RFP;
- 2.9 “**Work**” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## **PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

### **3.0 INCURRING COST**

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

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

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **7 calendar days** prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.

- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the Scope of Work pursuant to the Statement of Work (Appendix B)

## **5.0 RIGHTS OF CANADA**

- 5.1 Canada reserves the right to:
1. Accept any Proposal in whole or in part, without prior negotiation;
  2. Reject any or all Proposals received in response to this RFP;
  3. Cancel and/or re-issue this RFP at any time;
  4. Ask the Bidder to substantiate any claim made in the Proposal;
  5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
  6. Award one or more Contracts;
  7. Retain all Proposals submitted in response to this RFP.

## **6.0 SOLE PROPOSAL - PRICE SUPPORT**

In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering

its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## **7.0 MANDATORY CLAUSES**

- 7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

## **8.0 DEBRIEFING**

- 8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

## **9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **10.0 SITE VISIT**

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## **PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the **Province of Saskatchewan**.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

### **2.0 SUBMISSION OF PROPOSAL**

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.
- Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than **TUESDAY, AUGUST 26, 2014 AT 2:00 PM CST**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Any planned **in-person delivery of a proposal must be between 8:00 a.m. and 2:00 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

### **3.0 PROPOSAL PREPARATION INSTRUCTIONS**

- 3.1 The proposal **must** be structured in **THREE SEPARATELY SEALED ENVELOPES** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 electronic copy on CD or USB
Section 2	Financial Proposal	1 original hard copy

Section 3	Certifications	1 original hard copy
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If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

3.2 The Bidder may **submit a proposal in either official language**.

3.3 Each copy of the proposal is to include the Bidder’s legal entity name, the name of the Bidder’s contact, address, telephone number, facsimile number, email address and the RFP Number.

**4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)**

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix “B”**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix “D”**.

**4.2 Security Requirements**

“This section is intentionally left blank”.

**5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)**

In the Financial Proposal, the Bidder shall provide a **firm all inclusive price** to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.

**Prices shall not appear in any area of the proposal except in the Financial Proposal.**

The firm all inclusive cost of the resulting contract must not exceed **\$32,000.00** CAD excluding applicable taxes for the initial period and **\$32,000.00** CAD excluding applicable taxes for the option period. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

**6.0 CERTIFICATION REQUIREMENTS (Section 3)**

In order to be awarded a contract, the certifications attached **in Appendix “E”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

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

## **7.0 EVALUATION PROCEDURES**

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying **Statement of Work (Appendix B)**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any contract, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

## **8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)**

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS. (Government Electronic Tendering System).

## **PART 3: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a Contract being awarded pursuant to RFP # **01R11-15-S006**, the following Terms and Conditions shall form part of the Resulting Contract:

### **1.0 GENERAL CONDITIONS**

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

### **2.0 REQUIREMENT**

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

### **3.0 SECURITY REQUIREMENTS**

There is no security associated with the work.

### **4.0 CONTRACT PERIOD**

4.1 The Contract shall be from the **Date of Award** until **March 31, 2015** with an **Option to Extend** Services by an **additional one (1) year option period**.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to **One (1) additional, One (1) year period** under the same terms and conditions.

4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.

4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.

4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

### **5.0 CONTRACTING AUTHORITY**

5.1 The Contracting Authority is:

**Melissa Smith**  
**Procurement Officer**  
**300 – 2010 12th Avenue**  
**Regina, SK S4P 0M3**

**Tel.: (306) 523-6545**  
**Fax: (306) 780-5018**  
**E-mail: [Melissa.Smith@agr.gc.ca](mailto:Melissa.Smith@agr.gc.ca)**

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

## **6.0 PROJECT AUTHORITY**

- 6.1 The Project Authority for the Contract is:

*The contact information for the Project Authority will be provided at time of contract award.*

- 6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

## **7.0 CONTRACTOR REPRESENTATIVE**

- 7.1 The Contractor Representative for the Contract is:

*The contact information for the Contractor Representative will be provided at time of contract award.*

- 7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;

6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## **8.0 PRIORITY OF DOCUMENTS**

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal # **01R11-15-S006**;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

## **9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

In this section of the RFP,

- 9.1 **"Material"** means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

**Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts**, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

## **10.0 REPLACEMENT OF PERSONNEL**

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.

- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the **RFP # 01R11-15-S006**.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

#### **11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

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#### **12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

- 12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

### 13.0 BASIS OF PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.
- 13.2 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm price** of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and the Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 14.0 METHOD OF PAYMENT

- 14.1 Payment will be made **in accordance with the following payment schedule**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

#### **Milestone Payments:**

#### **Firm Amounts**

*(To be determined at award)*

### 15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Contractor Address for payment and GST #;
  - Contract Title;
  - Contract # and Commitment #;
  - Milestone Number, Description of the Work Completed and Period of services rendered
  - Invoice Amount + applicable taxes

- 15.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

### 16.0 MANDATORY CERTIFICATIONS

- 16.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the



right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

**17.0 NON-PERMANENT RESIDENT** *(the non-applicable clause will be deleted at contract award)*

**17.1 (CANADIAN CONTRACTOR)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**17.1 (FOREIGN CONTRACTOR)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**18.0 INSURANCE REQUIREMENTS**

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

**19.0 WORK ALLOCATION – TASK AUTHORIZATION PROCESS**

“This section is intentionally left blank”.

**GENERAL CONDITIONS**

**GC1 Interpretation**

1.1 In the contract,

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

"Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

"Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

**GC2. Powers of Canada**

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

**GC3. General Conditions**

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

**GC4. Conduct of the Work**

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and

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

#### **GC5. Inspection and Acceptance**

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

#### **GC6. Amendments and Waivers**

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

#### **GC7. Time of the Essence**

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

#### **GC8. Excusable delay**

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

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

### **GC9. Termination of convenience**

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

### **GC10. Termination due to Default of Contractor**

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

- (a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- (b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
- (c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

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

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

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

#### **GC11. Suspension of Work**

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

#### **GC12. Extension of Contract**

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

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

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

## **TERMS OF PAYMENT**

### **GC13. Method of Payment**

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

### **GC14. Basis of Payment**

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

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

### **GC15. Interest on Overdue Accounts**

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
  - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.
- 15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 15.4 Canada shall not be liable to pay interest on overdue advance payments.

**GC16. Records to be kept by Contractor**

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.



## **GC17 Invoice Submission**

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

17.2 Invoices must show:

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

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

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

## **GC18. Right of Set off**

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

## **GC19. Assignment**

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

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

## **GC20. Subcontracting**

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

## **GC21. Indemnification**

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

## **GC22. Confidentiality**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

## **GC23. Indemnification - Copyright**

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

## **GC24. Indemnification - Inventions, etc.**

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

## **GC25. Ownership of Copyright**

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

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

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

## **GC26. Taxes**

### **26.1 Municipal Taxes**

Municipal Taxes do not apply.

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

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

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

### **26.6 Tax Withholding of 15 Percent**

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the

Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **GC27. International Sanctions**

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

Details on existing sanctions can be found at:

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

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

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

#### **GC28. T1204 Government Service Contract Payment**

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

#### **GC29. Successors and Assigns**

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

#### **GC30. Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct

benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

### **GC31. No Bribe**

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

### **GC32. Errors**

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

### **GC33. Performance**

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

### **GC34. Gender**

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

### **GC35. Survival**

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

### **GC36. Severability**

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

### **GC37. Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is

calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

#### **GC38. Criminal Offense**

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

#### **GC39. Public Disclosure**

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

#### **GC40. Notice**

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

#### **GC41. Accuracy**

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

#### **GC42. Dispute Resolution Services**

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

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

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

#### **GC44. Entire Agreement**

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

## **STATEMENT OF WORK**

### **ONLINE DELIVERY SERVICES AGRICULTURE AND AGRI-FOOD CANADA'S REAL-TIME IN-SITU SOIL MONITORING FOR AGRICULTURE (RISMA) NETWORK DATA**

#### **1. Background**

Improved understanding of soil moisture is a key factor for ensuring Canada has a competitive and sustainable agriculture sector. Data is important for addressing several aspects important to agriculture including enhancing flood forecasting, weather forecasting, early warning of crop impact due to water stress and drought, performance of crop inputs such as fertilizer and pesticides, and transmission of pollutants through the soil. The data has increasing importance for both internal and end-user needs for both modelling, research and for calibration of remotely sensed surface soil moisture products.

The National Agroclimate Information Service (NAIS) of the Science and Technology Branch (STB) within Agriculture and Agri-Food Canada (AAFC) focuses on helping the agriculture sector enhance profitability by providing a range of information, programs, services and tools to reduce the impact of the environment on agriculture, and agriculture's impact on the environment. In 2011, AAFC-STB built an in-situ sensor network where soil moisture and meteorological data are collected in agricultural landscapes within Ontario, Manitoba and Saskatchewan over a total of 18 stations.

The network, named Real-time In-situ Soil Monitoring for Agriculture (RISMA) has provided critical support to multiple operational and research projects both domestically and internationally. The accessibility and timeliness of data delivery from this in-situ network are important; especially when time-sensitive decisions are required or when operational models require input or verification.

To meet the objectives of various research projects, the RISMA system was designed to provide near-real time soil moisture and meteorological data. The field data is transmitted to an AAFC server on a timely basis. A web segment of the sensor system is to be developed to enable data sharing based on Open Geospatial Consortium (OGC) standards and it can be divided into two sections: 1) transferring the data from AAFC server to a web server based on interoperable protocols, and 2) data visualization and distribution by serving the data to the public on a web-based platform.

Previously, AAFC has issued a number of contracts for similar work to *SensorUp Inc.* under Dr. Steve Liang's expertise. This work allowed AAFC to meet the latest Sensor Observation Service (SOS) standards (one of the OGC standards). Specifically these services were for: 1) programming to allow GeoCENS portal to accommodate AAFC-STB soil moisture data in near-real time; 2) formatting data from a new remote access system needed to upload data from the



prairie sites; and 3) modifying the data on the GeoCENS portal to better meet end-users needs. At this time, we feel it necessary to tender the requirement as there may be other companies that can offer the services we need. This will ensure an open and transparent approach while seeking best value for the Crown.

## **2. Objective**

To acquire the services of a Contractor to provide a secure web-based platform (based on OGC standards), to deliver AAFC's Real-Time In Situ Soil Monitoring for Agriculture (RISMA) network data.

This online platform shall be accessible to external users and the general public, where current and daily average atmospheric and soil moisture conditions can be viewed, graphed and downloaded on a near real-time basis.

## **3. Scope of Work**

The Scope of Work involves:

- Providing a secure web-based platform (data website) for near real-time visualization and distribution of the AAFC RISMA data. A key aspect in this contract is that the website is delivered securely over the web, requiring no information technology other than standard web browsers and internet access. No special servers, network hardware, or PC software will be required to be purchased, installed, or maintained by AAFC, and;
- The Contractor shall provide specialized programming; monitoring and upgrading as required to ensure the existing RISMA data download system remains functional on an on-going basis to:
  - Display current and daily averages of AAFC's RISMA data;
  - Provide download capabilities for daily averages for each of the stations within the RISMA network, and;
  - Provide interoperable data access interfaces using OGC Sensor Observation Service (SOS) protocol to both internal and external network nodes and users.

## **4. Tasks**

The Contractor shall complete the following Tasks under the contract:

1. Provide continuous SOS where RISMA bulk data download is available to internal and external users. The SOS service will ingest all historical RISMA data (dating from June 2011 potentially).

AAFC holds ownership of this data and will provide the historical and real-time data to the supplier via an AAFC publicly available HTTP server at the following internet address:  
[http://www.agr.gc.ca/atlas/data\\_donnees/geo/AAFC\\_SoilMoisture/](http://www.agr.gc.ca/atlas/data_donnees/geo/AAFC_SoilMoisture/).

2. The web-based platform must be delivered online in a secure and protected manner accessible via the internet, compatible with standard web browsers and internet access and be accessible 24 hours/day, 7 days a week. No special servers, network hardware, or software will be required to be purchased, installed, or maintained by AAFC. The web-based platform will be delivered in the English language.
3. Create a web-based platform which must contain and function with the following components:
  - a. **Project and Network Descriptions:**
    - i. A home page providing a short background to the RISMA network, a link to the various sub-networks and to the data (current and daily conditions). Content will be provided by the AAFC Project Authority;
    - ii. A page providing a detailed description for all three sub-networks (including descriptive photos). Each of the sub-networks is to be linked to an interactive map. Content will be provided by the AAFC Project Authority; and
    - iii. A page which locates the RISMA network on an interactive map. Each sub-network is to be identified within the extent of a Canada map, and a link to the data is available for each of the sub-networks.
  - b. **Data Visualization Capabilities:** A page to display data for each of the stations within each sub-network in a timely manner. Individual stations can be selected from a list through a scroll menu. An interactive map shall also be available to display the sub-network configuration and identify the location of each of the stations. The online system shall be based on the latest standards as defined by the OGC's Sensor Web Enablement (SWE) framework. The data visualization capabilities based on SOS interfaces shall include the following:
    - i. A menu using an imbricated listing to provide the option to view the current conditions or the daily averages for the current month;
    - ii. Current station meteorological conditions including temperature, relative humidity, wind and precipitation;
    - iii. Cumulative daily meteorological conditions (since midnight UTC) including minimum and maximum temperature, minimum and maximum relative humidity, minimum and maximum wind and cumulated precipitation;
    - iv. Current soil temperature and moisture conditions for up to 6 depths and three replicates for each of the depths in tabular format;

- v. Conversion/processing on some of the data in standardized format, as per the Contractor's requirements, such as the wind direction, wind speed (average, maximum, minimum), and total precipitation;
  - vi. A daily summary table showing all average, minimum and maximum sensor parameters (temperature, relative humidity, wind, precipitation, soil temperature and moisture) over the current monthly period, with an option to download all the 15-minute record data; and
  - vii. Soil moisture and meteorological data is provided in a user-customizable graph, with the capability of exporting the graph in PDF or JPG format.
- c. Data Downloading Capabilities:** A page providing various data downloading capabilities including:
- i. A listing of all stations and parameters with the option to select individual stations and sensor parameters to be downloaded;
  - ii. User defined time periods including complete record;
  - iii. An option to download data from one, several or all stations; and
  - iv. There will be an option to export data as flat files.
- d. Metadata Distribution:**
- i. Information about sensors (make, range and photos), data, download format, Quality Control (QC) process, calibration process, data flags, etc., will be provided in a standardized metadata format. The metadata will be supplied by AAFC in PDF and shall be made available on the supplier's web-based platform via link to the document. Users will also be able to download the metadata document;
  - ii. Provide a method to identify, monitor data users (including user profiles such as organization and applications of the data) and data downloads (i.e. user log in with an option to identify type of data use during registration). AAFC must have the ability to retrieve this information or if not, the information must be reported to AAFC designated officials on a monthly basis, and
  - iii. Provide capabilities to restrict user access to portions of the data.
4. The AAFC Project Authority must approve the look-and-feel of the web-based platform before any other work is completed in the final stage.

5. Populate, host and serve the Quality Controlled (QCed) RISMA soil moisture/meteorological data through the final web-based platform, (created in Task 3 above), data in a near real-time manner (within an hour of the data acquisition).
6. Provide maintenance and support to the web-based platform by:
  - i. Establishing a quality control process to monitor the system's health;
  - ii. Ensuring that system is turned back on after unexpected shutdowns (within 24 hours);
  - iii. Performing regular backups;
  - iv. Upgrading the system with necessary security patches and the latest libraries;
  - v. Correcting any issues (i.e. bugs) or problems that are discovered within the programming; and
  - vi. Providing data user technical support through email or telephone in English for the users at a minimum from Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding statutory holidays.

#### **5. Duration**

Work shall start **upon contract award** and be **completed by March 31, 2015**, with an **Option to Extend Services** by an **additional one (1) year option period**, which shall consist of providing continuous hosting, maintenance and support to the web-based platform.

#### **6. Deliverables**

Deliver and administer a fully functioning secure web-based platform, delivered in English, using standard web browsers, internet access, which includes continuous online data delivery, maintenance and technical support and updates on the latest standards as defined by Open Geospatial Consortium's (OGC's) Sensor Web Enablement (SWE) framework.

Note – The actual system must be available and ready for configuration upon execution of the contract with no development, procurement modification or other start up delays, costs or risks. It must be fully functional by **September 30, 2014**.

#### **7. Location of Work**

The work will be carried out at the Contractor's facilities. AAFC will not provide the Contractor with any facilities or equipment to carry out the work. There will not be any travel costs associated with this requirement.

#### **8. Security**

Not applicable as all work will be completed off-site and the Contractor will not require access to any protected documents and information.

#### **9. Estimated value**

The maximum value of this RFP shall not exceed \$64,000.00, where \$32,000.00 (GST extra) is allocated for one year, with an option to extend for an additional year at \$32,000.00 (GST extra).

**BASIS OF PAYMENT**

**1.0 General**

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment**.

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable).  
If applicable, Applicable Taxes for the labour will be shown separately.

**2.0 Pricing Basis**

The Contractor shall be paid in accordance with the following for work performed under the Contract.

*(To be inserted at award)*

**EVALUATION PROCEDURES & CRITERIA**

**TECHNICAL PROPOSAL**

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

**1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE**

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders’ responses to the RFP.
- 1.3 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Bidders’ Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder’s Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal = 70%  
 Financial Proposal = 30%  
 Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Overall Score}$$

**Example:**

<b>Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
<b>Calculation</b>	<b>Technical Points</b>	<b>Price Points</b>	<b>Total Points</b>
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.6$	$\frac{*50 \times 30}{60} = 25$	= 86.6
Proposal 2 - Tech = 86/100 - Price - \$55,000	$\frac{86 \times 70}{100} = 60.2$	$\frac{*50 \times 30}{55} = 27.27$	= 87.47

Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{*50 \times 30}{50} = 30$	= 83.2
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.47			

**1.4 To be considered Responsive, a Proposal Must:**

- 1- Achieve the minimum number of points identified on each criteria in rated criteria.
- 1.5 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.6 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.7 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.8 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the Scope of Work pursuant to the Statement of Work (Appendix B).
- 1.9 In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

**2.0 MANDATORY REQUIREMENTS**

“This Section is intentionally left blank”.

**3.0 POINT RATED REQUIREMENTS**

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

### Criteria for the Evaluation of Proposals

In order to be considered responsive, a proposal must score at least (60%) on each criteria under Technical and Managerial/Organizational to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

<b>Overall Evaluation Criteria</b>			
Maximum 170 points; Minimum 102 points to qualify			
<b>Technical Approach</b> (Maximum 100 points; Minimum 60 points)			
Understanding of Scope of Work and Objectives	<b>0 – 9 points</b> Bidder fails to demonstrate or demonstrates an incomplete understanding	<b>10 – 15 points</b> Bidder demonstrates a general understanding of the objectives and scope of the work	<b>16 – 20 points</b> Bidder clearly demonstrates an extensive understanding and working knowledge of the project.
Proposed Work Feasibility, Approach and Methodology to meet the requirement	<b>0 – 9 points</b> Bidder fails to provide a suitable outline of the methodology that will be used to complete the project.	<b>10 – 15 points</b> A description of an approach has been included but lacks detail and/or clarity	<b>16 – 20 points</b> Bidder provides a detailed approach and methodology and is compliant with the requirements of the Statement of Work
Recognition of Problems and Solutions proposed that could possibly effect the outcome of the Project	<b>0 – 14 points</b> Bidder fails to provide a description of any technical problems and solutions	<b>15 – 23 points</b> Bidder provides an incomplete description of the technical problems and/or the solutions	<b>24 – 30 points</b> Bidder provides a detailed description of the technical aspects including limitations and obstacles, and solutions that will be applied.
Proposed Work Plan, Schedule, and Deliverables for the completion of the project	<b>0 – 14 points</b> Bidder fails to provide a work plan, or several fundamental elements are missing	<b>15 – 23 points</b> Bidder provides a work plan but with insufficient details	<b>24 – 30 points</b> Bidder provides a detailed work plan with specific tasks and schedule delivery
<b>Managerial/Organizational</b> (Maximum 70 points; Minimum 42 points)			
<b>Bidder's Organisation</b> – its relevant experience and competence and	<b>0 – 9 points</b> Bidder's organization lacks support personnel, key	<b>10 – 17 points</b> Bidder's organization lacks some elements such as inadequate	<b>18 – 20 points</b> Bidder provides clear evidence that the organization has



resources proven by similar or related work, and resource capability	capabilities in access to technology, or key informatics areas	knowledge, tools or infrastructure needed to carry out all the activities	access to needed personnel and resources indicating a significant presence in the relevant subject areas
<b>Key Personnel</b> Capability – relevant experience, qualifications, and competence proven by similar and/or related work	<b>0 – 14 points</b> Key personnel assigned to this work lack suitable credentials	<b>15 – 25 points</b> Key personnel assigned to this work have suitable credentials	<b>26 – 30 points</b> Key personnel assigned to this work have excellent credentials
Proposed Level of Effort and Planned Team Organization, including availability of team members and backup capability, reporting structure, and capability to carry out the project within the timeframe allotted	<b>0 – 4 points</b> Bidder’s organization fails to provide support personnel to complete the work in a timely manner	<b>5 – 7 points</b> Bidder’s team organization lacks in demonstrating a high level of effort, and a clear organizational structure and backup capability with the ability to complete the work in a timely manner	<b>8 – 10 points</b> Bidder’s team organization clearly demonstrates a high level of effort with detail, and a clear organizational structure and backup capability with the ability to complete the work in a timely manner
Project Management Tools or Methodology	<b>0 – 4 points</b> Bidder fails to show that a project management system is in place	<b>5 – 7 points</b> Bidder’s project management system is not very clear or air-tight	<b>8 – 10 points</b> Bidder clearly shows that excellent project management and control systems are in place

#### 4.0 FINANCIAL PROPOSAL

##### **BIDDER IS REQUIRED TO PROVIDE A FIRM ALL INCLUSIVE PRICING**

- 4.1 In the Financial Proposal, the Bidder shall provide a **firm, all inclusive price** to provide the services requested in accordance with the Statement of Work **Appendix B**.

**The firm all inclusive cost of the resulting contract (Year 1 + Optional Year) must not exceed \$64,000.00 CAD excluding Applicable Taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.**

- 4.2 The Bidder shall provide a **firm, all inclusive price** that correlates with the tasks and resource allocation to complete the project. This firm price shall be consistent with the budget structure taking into consideration the following cost elements to complete the work:
- a) Professional fees
  - b) Disbursements
  - c) Taxes
- All taxes must be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.
- 4.3 The Financial Proposal Score (out of 30 points) will be computed for each technically responsive Bidder using the following formula.

$$\frac{\text{Lowest responsive aggregated cost (Year 1 + Optional Year)}}{\text{Bidder's proposed aggregate cost (Year 1 + Optional Year)}} \times 30 = \text{Financial Proposal Score (maximum 30 points)}$$

The following example is calculated based on the financial component being valued at 30.

##### **EXAMPLE**

$$\frac{\$21,000.00}{\$24,000.00} \times 30 = 26.25 \text{ points out of 30}$$

#### 5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined financial and technical score. The Bidder with the highest combined score will be awarded the contract.

**CERTIFICATION REQUIREMENTS**

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders shall include, with their proposal, a signed copy of the certifications below.

**A) LEGAL ENTITY AND CORPORATE NAME**

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_  
iv) \_\_\_\_\_

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) PRICE/RATE CERTIFICATION**

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this Request for Proposal be:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**E) AVAILABILITY AND STATUS OF PERSONNEL**

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

**By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.**

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **G) JOINT VENTURES**

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

1. The Bidder represents that the bidding entity is or is not a joint venture in accordance with the definition in paragraph 3. **Yes ( ) No ( )**
2. A Bidder that is a joint venture represents the following additional information:
  - (a) Type of joint venture (**mark applicable choice**):  
\_\_\_\_\_ Incorporated joint venture

- \_\_\_\_\_ Limited partnership joint venture
- \_\_\_\_\_ Partnership joint venture
- \_\_\_\_\_ Contractual joint venture
- \_\_\_\_\_ Other

(b) Composition (**names and addresses of all members of the joint venture**)

3. Definition of joint venture

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

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

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

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**H) FEDERAL CONTRACTORS PROGRAM**

**Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

## **PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

**Date:** \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

### **Complete both A and B.**

#### **A. Check only one of the following:**

- A1.** The Bidder certifies having no work force in Canada.
- A2.** The Bidder certifies being a public sector employer.
- A3.** The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4.** The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students].

**A5.** The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1.** The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2.** The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

#### **B. Check only one of the following:**

- B1.** The Bidder is not a Joint Venture.

**OR**



**( ) B2.** The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date