



Request for Standing Offers

Agriculture and Agri-Food Canada (AAFC)

Mechanical Services

**Greenhouse and Processing Crops Research Center
Harrow, Ontario**

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

On December 23, 2014 at the following address:

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre
TENDER RECEIVING UNIT

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

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



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PART 1 - GENERAL INFORMATION

1. Introduction

Agriculture & Agri-Food Canada (AAFC), Research Branch operates The Greenhouse and Processing Crops Research Centre (GPCRC) an agricultural research laboratory with attached greenhouses, central heating plant and outbuildings located at 2585 County Road 20 in Harrow, Ontario.

The main laboratory complex and heating plant were built in 1969, after near 45 years of service, many mechanical components in the laboratory building and heating plant require overhaul, replacement and maintenance to ensure reliable efficient operation.

Harrow also operates and maintains land and buildings at a second site located in Lakeshore Township. The Hon. Eugene F. Whelan Experimental Farm is located at 1367 County Road 46 in Lakeshore Township. The buildings and services at this site form part of this requirement.

2. Summary

The purpose of this Request for Standing Offer (RFSO) is to have an Offeror to enter an agreement with AAFC to issue Departmental Individual Standing Offer (SO) to obtain the services described in the Statement of Work - Appendix "A", at the Greenhouse and Processing Crops Research Center located in Harrow, ON.

The total budget for the SOs will be approximately \$175,000.00 per year for a total of \$ 350,000.00 (Goods and Services tax or Harmonized sales tax not included).

The period for rendering services against the Standing Offer is one (1) calendar year from the date of the signature of the Standing Offer. If the Standing Offer is authorized for use beyond the initial period of one (1) year, the offeror offers to extend its offer for an additional one (1) year period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

3. Debriefings

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

4. Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on Tuesday December 2, 2014 at 10:00 AM, at 2585 County Road 20, Harrow, Ontario.

Offerors will be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 2 - OFFEROR INSTRUCTIONS

1. Instructions, Clauses and General Conditions

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

One method of supply used by Agriculture and Agri-Food Canada (AAFC) to satisfy the requirements of our programs is to arrange with suppliers to submit a RFSO for the provision of services during a specified period. With the completed RFSO, AAFC is authorized to make call-ups against the SO detailing the exact level of services they wish to order at a particular time during the effective period of the SO, in accordance with the predetermined conditions.

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

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

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

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

2. Certifications

- 2.1. Offerors must respond to Requests for Standing Offers (RFSOs) in an honest, fair and comprehensive manner, must accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting SO and call-ups, and submit offers and enter into contracts only if they will fulfill all obligations of the call-up. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - 2.1.1. payment of a contingency fee to a person to whom the *Lobbying Act* (R.S.C. 1985, c. 44 (4th Supp.)) applies;
 - 2.1.2. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
- 2.2. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (2.1.1) or (2.1.2) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
- 2.3. Offerors further understand that the commission of certain offences will render them ineligible to be issued a contract. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:



- 2.3.1. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or purchasing office), section 380 (Fraud) or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code*, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act*.
- 2.4 For the purpose of this section, business concerns, organizations or individuals are Offeror's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
- 2.5. The SO Authority will declare non-responsive any offer in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the SO Authority.
- 2.6. In circumstances where an Offeror or any of the Offeror's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Offeror must provide with its offer, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
- 2.7. The Offeror or any of the Offeror's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting SO arising from this RFSO and any call-up made under the SO.

3. Definition of Offeror

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

4. Submission of Offers

- 4.1. Canada requires that each offer, at closing date and time or upon request from the SO Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with, PART 2, section 15 of the RFSO.
- 4.2. It is the Offeror's responsibility to:
 - 4.2.1 obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
 - 4.2.2. prepare its offer in accordance with the instructions contained in the RFSO;
 - 4.2.3. submit a complete offer by closing date and time;
 - 4.2.4. send its offer only to AAFC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO;
 - 4.2.5. ensure that the Offeror's name, return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and



- 4.2.6. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- 4.3. If Canada has provided Offerors with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (buyandsell.gc.ca) but may also be made available on CD-ROM through buyandsell.gc.ca, the format downloaded through buyandsell.gc.ca will take precedence. If Canada posts an amendment to the RFSO revising any documents provided to Offerors in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Offeror's responsibility to ensure that revisions made through any RFSO amendment issued through buyandsell.gc.ca are taken into account in the alternate formats it uses of RFSO documents.
- 4.4. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension of the validity period is accepted by all responsive Offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
- 4.5. Offers and supporting information may be submitted in either English or French.
- 4.6. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S.C. 1985, c. A-1) and the *Privacy Act* (R.S.C. 1985, c. P-21).
- 4.7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- 4.8. An offer cannot be assigned or transferred in whole or in part.

5. Late Offers

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

6. Delayed Offers

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

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



- 6.2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by AAFC.
- 6.3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

7. Electronic Transmission or Facsimile

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

8. Legal Capacity

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

9. Rights of Canada

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

10. Rejection of Offer

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



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

11. Communications - Solicitation Period

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

Jean-François Lemay
jean-francois.lemay@agr.gc.ca

12. Request for Information

All enquiries must be submitted in writing to the SO Authority no later than two (2) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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

- 12.1. To ensure consistency and quality of information provided to Offerors, significant inquiries received and the responses to those requests will be provided simultaneously on buyandsell.gc.ca to all Offerors who have downloaded the RFSO without the name of the author of the inquiries mentioned.



12.1.1. Failure to comply with the requirements mentioned above could result in the offer being declared non-responsive.

12.2. Amendment of RFSO:

12.2.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on buyandsell.gc.ca. A notification of amendment will be provided simultaneously by buyandsell.gc.ca to Offerors who have downloaded the present RFSO.

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

13. Offer Costs

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

14. Conduct of Evaluation

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

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

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

15. Joint Venture

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

- a. the name of each member of the joint venture;



- b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- 15.2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the SO Authority.
- 15.3. The offer and any resulting SO must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The SO Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting SO. If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any Contract resulting from a call-up against the SO.

16. Conflict of Interest - Unfair Advantage

- 16.1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
- a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 16.2. The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 16.3. Where Canada intends to reject an offer under this section, the SO Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the SO Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

17. Entire Requirement

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



18. Applicable Laws

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

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

2. Joint Venture

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

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

3. Offer Preparation Instructions

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

Section I: Technical Offer, 2 hard copies
Section II: Financial Offer, 1 hard copy
Section III: Certification and Mandatory Requirements, 1 hard copy

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

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

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

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

4. Section I: Technical Offer

Offerors must include the following on the cover page of their technical offer:

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and



- d. the reference number of this RFSO: 01B48-14-0108.

In their technical proposal, offerors should demonstrate how they meet the requirements of the technical evaluation (PART 4 – Evaluation Procedures and Basis of Selection)

4.1 Identification of the Offeror

- a. Since the Offeror submitting a winning proposal will be called upon to sign the prospective SO agreement with AAFC for the provision of the services set out in the Statement of Work - Appendix "A", it is important to properly identify the nature of the Offeror.
- b. If a firm is submitting the proposal, EACH employee offering the services under the SO must comply with the requirements in the Mandatory Requirements Section of the RFSO.
- c. The firm shall also list separately in its offer all employees being proposed to provide the services.

5. Section II: Financial Offer

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

Offerors must submit a rate for the service identified in Part A of Appendix "B", for each working time period and use the same rates to complete the calculation in Part B of Appendix "B". Only greyed out boxes should be left blank.

6. Section III: Certification & Mandatory requirements

Offerors must submit the certifications required under PART 5.

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

In this section offerors must also submit copies of all certificates of qualification and licences mentioned under PART 4 – Evaluation Procedures and Basis of Selection, section 2. Mandatory requirements.

PART 4 - EVALUATION PROCEDURES AND METHOD OF SELECTION

1. **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 A).
 - 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFSO.
 - 1.3 The mandatory requirements under section 2 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
 - 1.4 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 = 40%

Financial Proposal = 60%

Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (40)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (60)}}{\text{Bidder's Price}} = \text{Overall Score}$$

1.5 To be considered Responsive, a Proposal Must:

- a) Meet all the mandatory requirements specified in section 2.0 below;
- b) Achieve the minimum number of points identified in each rated criteria.

1.6 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.

1.7 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).**

1.8 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 3, Article 3.0.

1.9 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 A).

1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the lowest price will be ranked higher.

2. Mandatory Requirements

Offerors must provide a list of licensed 309A construction/maintenance electricians, journeyman plumbers, steam fitters, licensed high pressure welders, journeyman refrigeration mechanics and licensed gas fitters in their present employ that would be sent to the site to perform any part of the general scope of work.

For each individual, offerors must provide copies of valid certificate of qualification.

In addition, for all refrigeration mechanics, offerors must provide copies of valid Ontario or Interprovincial Refrigeration license and current Ozone Depleting Substances Card.

3. 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.



3.1 Offeror experience (maximum 90 Points, minimum required: 20 points per project)

The offeror should have experience in similar projects. To demonstrate this experience the offeror must provide details on three (3) similar projects managed by the firm:

- Name and location of organization for whom work was done;
- Type of operating environment, i.e. factory, care/medical facility etc.;
- Length time your firm has provided service for the named organization;
- Type(s) and extent of service provided

'Similar projects' means:

- a) The service was provided in a commercial or institutional **environment**
- b) **Type of service** provided includes at least one of the following:
 - Plumbing and pipe fitting
 - High pressure welding
 - Duct work fabrication and installation
 - Stainless steel fabrication

Points will be awarded for each project based on both the type of operating environment and the type of service(s) provided. Projects which include more than one (1) type of service will be awarded more points.

4. Financial Proposal

4. 1 The Bidder must complete all tables of Appendix B which will form the Financial Proposal.

5. 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.

PART 5 - MANDATORY CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

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

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

2. Certifications

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

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



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

Form B

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

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

Form C: Subcontracting Form

PART 6 - INSURANCE REQUIREMENTS

1. Insurance requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Clauses and General Conditions

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

3. Period of the Standing Offer

3.1. The period for making call-ups against the SO will be one (1) calendar year from the date of signature of the SO agreement.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period of one (1) year, the Offeror offers to extend its offer for an additional one (1) year period under the same conditions and at the rates or prices



specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

Basic Year	- First year from the date of award of the SO
Optional Year I	- Second year from the date of award of the SO

3.3. Amendment of Standing Offer

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

4. Authorities and Identified Users

4.1. Standing Offer Authority

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

Jean-François Lemay
Contract Officer

Agriculture and Agri-Food Canada
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4.2. Identified Users

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

5. Call-up Instrument

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

6. Limitation of Call-ups

Individual call-ups against the SO must not exceed **\$40,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

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

7. Financial Limitation

The total cost to AAFC resulting from call-ups against the Standing Offer must not exceed the sum of **\$175,000** per calendar year (including an allocation of \$ 40,000 for materials but excluding Goods and



Services Tax or Harmonized Sales Tax), for the basic year and for optional years I & II, unless otherwise authorized in writing by the Contracting Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to AAFC to exceed the said sum, unless an increase is so authorized.

8. Call-up Procedures

When work or repairs are required by AAFC, the Contractor shall meet with AAFC Identified user or his designate to discuss and define the scope of work within one week of a telephone request. The Contractor shall provide an estimate to complete the work if requested by the Identified user. Based on the estimate provided, a call up against the standing offer will be made by AAFC on a standard numbered form. The Contractor shall not proceed or incur expenses on a job until a written call up is received for the work.

The Contractor shall not proceed or incur expenses on a job until a written call up is received for the work authorized by the Identified user.

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

9. Priority of Documents

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

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

10. Certifications

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

11. Security Profile Verification – Form B

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



B. CALL-UP

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

1. Statement of Work

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

2. Period of the Call-up

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

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

3. Call-up Amendment

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

4. Invoicing Instructions

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

- 4.1 Guarantee for reimbursement of advances: The Contractor will NOT be eligible to receive advances.
- 4.2 Payment must be for a fully completed case, with no provision for annual leave, statutory holidays or sick leave.
- 4.3 The Crown will not accept any travel or living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting call-up.

5. Approval of Services

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

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

- a. require the Contractor to provide the same services again, or to redo the part that was not completed, at its expense and to the satisfaction of AAFC;
- b. withhold any payment due to the Contractor for services rendered under the SO;
- c. send a written notice to inform the Contractor of the problems identified and corrective action required; and



- d. terminate the SO after having sent two such written notices to the Contractor. In this case, the Contractor will be compensated for the acceptable work already done and previously authorized by AAFC.

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

- 6.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Services, including any information that is confidential or proprietary. The Contractor shall not disclose any such information to any person without the written permission of the Minister. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the call-up and shall remain the property of Canada or the third party, as the case may be. Unless the call-up otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the call-up or at such earlier time as the Minister may require.
- 6.2. Subject to the Access to Information Act (R.S. 1985, c. A-1) and to any right of Canada under this call-up to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the call-up that is proprietary to the Contractor or a subcontractor.

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

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

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

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

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

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



7. Replacement of Personnel

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

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

8. Personal, Third Party and Government Information

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

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



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

01B46-14-0108



APPENDIX "A"
STATEMENT OF WORK



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Agriculture et
Agroalimentaire Canada

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APPENDIX "A"

STATEMENT OF WORK

1.0 General Information for Bidders

1.1 Organization of Specification

1.1.1 Section 1 provides general information for interested bidders.

1.1.2 Section 2 provides information on typical mechanical work found at the Harrow and Woodslee Facilities.

1.1.3 Section 3 outlines Mandatory Site requirements for equipment and materials supplied and installed under the Mechanical Standing Offer at the Harrow and Woodslee Facilities.

1.2 Background

Agriculture & Agri-Food Canada (AAFC), Research Branch operates The Greenhouse and Processing Crops Research Centre (GPCRC) an agricultural research laboratory with attached greenhouses, central heating plant and outbuildings at Harrow, Ontario. The main laboratory complex and heating plant were built in 1969, after near 45 years of service, many mechanical components in the laboratory building and heating plant require overhaul, replacement and maintenance to ensure reliable efficient operation. The extent of the work required to test, maintain and replace existing systems and system components requires various licenced skilled trades personnel to meet current acts, codes and regulations and that is the justification for this "Standing Offer Request".

Harrow also operates and maintains land and buildings at a second site located in Lakeshore Township. The Hon. Eugene F. Whelan Experimental Farm is located at 1367 County Road 46 in Lakeshore Township. The buildings and services at this site form part of this requirement.

1.3 General Requirement

One Mechanical Contracting Firm that employs on a full time basis and is capable of supplying all skilled labour, trades and services as per Appendix B. The Mechanical Contractor will also supply as needed, consumable materials such as, pipe, pipe fittings, steam and hot water systems replacement parts, refrigeration system parts, pumps, sheet metal fabrication, stainless steel fabrication, air handling system replacement parts as authorized by the Facility Management Officer (FMO), required to overhaul mechanical equipment in the laboratory building, central powerplant or outbuildings at the Greenhouse and Processing Crops Research Centre (GPCRC) and the Hon. Eugene F. Whelan Experimental Farm on a time and materials (standing offer) basis.

The Mechanical Contractor shall supply all tools, specialized equipment such as pipe cutting and threading equipment, welding equipment and shop fabrication equipment, travel, safety equipment and permits if applicable to complete the work as outlined herein. Inspections by Technical Authorities will be the responsibility of the Mechanical Contractor where required by law.

1.4 Coordination of Work

Work will only be coordinated through Mr. R. K. Bezaire, Facilities Management Officer and Site Authority for Agriculture & Agri-Food Canada, or Mr. Terry Attewell, Assistant Facility Manager. The Contractor or their employees will take no direction from any other staff members at the Research Centre.



1.5 Procedures for Call Up Against Standing Offer

When mechanical work is required, the Mechanical Contractor shall meet with the Facility Management Officer or Assistant Facility Manager at his request to discuss and define the scope of work within one week of a telephone request. The Mechanical Contractor shall provide an estimate to complete the work. Based on the estimate provided, a call up against standing offer will be completed on a standard departmental AAFC/AAC3954E call-up sheet and issued to the Mechanical Contractor. The Mechanical Contractor shall not proceed or incur expenses on a job until a written call-up is received for the work authorized by the Facility Management Officer. Emergency service or repair work will be acted on by the Mechanical Contractor immediately after being contacted by the Facility Management Officer or Assistant Facility Manager this type of request will be issued by telephone.

1.6 Procedures on Site

The Mechanical Contractor must be prepared to start work within two days from receipt of a call up against a Standing Offer. Each day the Mechanical Contractors employees working on site must report to the Assistant Facility Manager to discuss the work plan for that day and any systems or equipment that will require a shutdown, the Assistant Facility Manager will notify staff when systems or equipment must be taken out of service.

Any shut down of services required for overhaul work must be planned with the Assistant Facility Manager well in advance to allow adequate time to advise research staff and to minimize disruptions to research activities.

1.7 Time and Materials Records and Invoicing

The Mechanical Contractor must keep accurate records of hours worked and materials used for billing purposes. Invoices must provide a detailed breakdown of hours worked by each class of worker, the materials used on each job and applicable travel time. The Assistant Facility Manager will authorize daily time sheets by signature only at the close of each day. The Facility Management Officer may request at any time, a copy of the Mechanical Contractors invoice from a supplier showing prices charged to the Mechanical Contractor for materials and supplies being marked-up and charged to Agriculture & Agri-Food Canada as a result of this Standing Offer Agreement.

1.7.1 All submitted invoices for each individual call-up will be checked and approved by the Facility Management Officer before processing. All invoices received relating to a call-up identification number will be final, no additional charges against that call-up number will be accepted by Agriculture & Agri-Food Canada. All skilled trades will complete daily time, material and travel sheets, one (1), copy will remain with the Assistant Facility Manager, job numbers will be assigned to all jobs and remain in force until the job has been completed.

1.8 Site Authority Quotation Requests

Due to funding restrictions for some individual projects the Mechanical Contractor will supply to the Facility Management Officer, upon request, a firm quotation to perform a specific project or scope of work. This will enable the Facility Management Officer to stay within budget and plan for other projects throughout the fiscal year. All quotations will be supplied at no charge to Agriculture & Agri-Food Canada.

All daily work associated with this Mechanical Standing Offer will be recorded on a time and material sheet supplied by the Mechanical Contractor. All time and material sheets will be signed by the Assistant Facility Manager and one (1), copy will be given to the Assistant Facility Manager. Each new job will be assigned a new job number and invoicing will take place at the completion of the work. A copy of the time and material sheets will accompany the Mechanical Contractors invoice, pricing as per the Rate Schedule Sheets.



Mechanical Contractors are to indicate their price for all labour, materials, equipment, travel, commissioning services, testing and disposal of used materials, plus HST when quoting a job for the Facility Management Officer.

1.09 On Site Security and Identification

1.09.1 The Mechanical Contractors employees, which includes any sub-contractors will report to the Assistant Facility Manager each day before starting work. Employees are to follow site specific security rules and regulations which includes signing in and out of the building.

1.09.2 Photo identification is required for all AAFC Staff as well as all Contractors Employees sent to work at the site by the Mechanical Contractor, photo identification cards will be worn at all times by the Mechanical Contractors employees.

1.09.3 If any portion of the work is to be sub-contracted indicate the scope of work and the sub-contractors name, address, contact person and telephone number. The Mechanical Contractor will be fully responsible for the sub-contractors employees and workmanship while on site. As an example, the Mechanical Contractor may require a factory certified technician to perform a start-up or calibrations on new equipment as part of a commissioning process. The Mechanical Contractor will be responsible for the supervision of all sub-trades and site coordination with AAFC staff or activities.

1.10 Site Health and Safety

1.10.1 The Federal Government takes Health and Safety for all persons granted access to the workplace very seriously. In accordance with the Canada Labour Code part 2 all reasonable care to ensure that all persons granted access to the workplace, other than the employer's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed to in the workplace. The Contractor's staff will be briefed by the Assistant Facility Manager outlining known risks prior to commencing work in specific areas of the Facility.

1.10.2 Observe Federal/Provincial and Local Health and Safety Rules and Regulations.

1.10.3 Mechanical Contractors employees are to be supplied with appropriate safety gear and devices while working on site, this safety gear must be used at all times. Examples of such equipment are safety goggles, breathing apparatus, gloves, safety shoes, hard hats, fall arrest harnesses, coveralls, welding shields, well built approved ladders and scaffold equipment. This is only a partial list, in any case follow applicable safety rules and regulations while on the site.

1.10.4 Mechanical Contractors employees must be provided with safety signs, barriers, tapes and screens so they can barrier off dangerous areas while work is being performed.

1.10.5 File a fire safety plan with the Facility Manager for large repairs.

1.10.6 File a health and safety plan with the Facility Manager for large repairs.

1.10.7 The Mechanical Contractor's employees are not allowed to stop or start any equipment associated with the operation of the Research Centre, contact the Assistant Facility Manager.

1.10.8 The Mechanical Contractor's employees will report any damage or dangerous conditions that exist within the work area, report this information to the Assistant Facility Manager and stop all work until the situation is rectified.



1.10.9 The Mechanical Contractor's employees are to maintain a clean work site. Always clean up the site before leaving, do not leave fluids and standing water on floors as this may cause a slip and fall incident.

1.10.10 The Mechanical Contractor's employees upon leaving the site at the end of a day, will never leave doors in an open or unlocked position. Ensure that fire exits are not blocked or egress doors are chained closed.

1.10.11 The Mechanical Contractor and their employees will under no circumstances adjust, disconnect or alter in any way a Fire Safety System or Life Safety System in operation at the Research Centre. Any person working on such systems will hold a current licence in the Province of Ontario to work on Fire Safety Systems or Backup Power Generation systems. This work is scheduled with and performed by a Certified Contractors only.

1.10.12 Regarding personnel safety, A Designated Substances Report is available on site, this list is available to the Mechanical Contractor at all times.

1.10.13 Regarding Asbestos Pipe/Duct Insulation, removal is not part of this Standing Offer Requirement. All employees of the employees are not to disturb asbestos insulation, they will stop work immediately and notify the AAFC Site Authority.

1.11 Hours of Work

In general, all work shall be carried out between 7:30 AM to 4:30 PM Monday through Friday. However, in circumstances where it is deemed necessary by the Facility Management Officer or Assistant Facility Manager to work on equipment during off hours, work during off hours will be authorized on a case by case basis.

1.12 Hand Tools and Small Equipment

The Mechanical Contractor must supply all tools and consumable supplies required to carry out the work. Use of Government tools and supplies will not be permitted. The Standing Offer Agreement will not cover tool rental or replacement costs for broken tools. The Mechanical Contractor's skilled trades hourly rate will include the supply of all tools and equipment required by the individual tradesmen and/or helper to perform the work. Delivery and pick-up of tools and job/tool boxes to the site will be included in the travel costs for the individual skilled trades extra charges will not be paid by the Research Centre.

Large equipment, as listed in Appendix B: Pitman, Boom Truck, Backhoe Tractor and trencher complete with operator.

1.13 Electric Power

Electric power required for operation of hand tools will be supplied by the Research Centre at no cost to the Contractor. The Mechanical Contractor will not make electrical connections for power tools directly to the Facility electrical grid, when special electrical outlets are required contact the Assistant Facility Manager for advice. At this Facility all electrical wiring will be in accordance with the requirements of the Canadian Electrical and Safety Code.

1.14 Mandatory Qualifications and Program Compliance – Refrigeration Systems

All work on refrigeration equipment must be performed by currently licensed journeymen refrigeration mechanics. When performing work on refrigeration systems, all refrigerants will be handled according to Environment Canada Guidelines for ozone depleting substances. All refrigeration mechanics will follow Agriculture and Agri-Food Canada's program for handling, storing and recovering refrigerants and tagging decommissioned equipment. The Mechanical Contractor will supply all replacement refrigerants, no refrigerant will be stored on the site.



All refrigeration mechanics will be required to hold in addition to a valid Ontario or Interprovincial Refrigeration license and a current Ozone Depleting Substances Card. Numbers will be kept on file at all times, employees must provide current licence numbers to the Facility Management Officer before working on any refrigeration systems.

1.15 Permits, Fees and Codes Where Applicable

It is the responsibility of the Mechanical Contractor to obtain all required permits, pay all fees and adhere to all applicable codes, acts and regulations affecting the work to be performed.

1.16 Removal of Surplus Materials from Site

Surplus materials are to be removed from the site without prior approval of the Facility Management Officer or Assistant Facility Manager. Large metal recycle bins are available for use on the site, these bins are to be used by the Mechanical Contractor's staff.

2.0 Overview of Mechanical Work

This Section outlines the type of Mechanical Work found at Harrow and Woodslee sites

2.1 The extent of work to be performed during the course of the standing offer will be determined by the availability of funds, research requirements, maintenance requirements and unforeseen breakdowns. The scope of work will be defined at the time of each call up against the standing offer. Notwithstanding the above, the following is a general list of the type of work that would normally be encountered at the Harrow Facility.

2.2 Greenhouse Areas General

Make general repairs to research greenhouse piping systems including steam, condensate return lines, steam traps, control valves, condensate pumps, hot water heating systems, high pressure fogging systems, compressed air, fertilizer and potable water delivery systems.

2.3 Controlled Environment Storage Rooms

Design and install complete refrigeration systems to control temperature and humidity as required for the storage of various materials associated with research programs. This would include new insulated cooler and freezer rooms. Repair refrigeration equipment associated with freezer and cold storage rooms.

2.4 Cooling Water Piping for Growth Chamber Area

Re-pipe corroded cooling water lines in controlled environment areas along with valves, pumps, strainers, hangers and pipe insulation as required. Install or re-route cooling water lines to serve new growth equipment applications.

2.5 Central Power Plant Equipment and Systems

Make repairs to piping systems, valves, pumps and other equipment associated with the operation of the central heating and cooling plant. Provide a certified high pressure welder to repair, alter or replace steam, condensate or natural gas lines as required in the central plant.

2.6 Air Handling Systems

Install new heating and cooling coils and steam control valves. Install new steam shut off and isolation valves. Replace steam traps and strainers. Install new chilled water control valves, chilled water shut off and isolation valves and install new chilled water line strainers. Replace piping as required related to steam, hot water and chilled water systems. Install and service steam humidification units associated



with individual building air handling systems. Experience with Carrier, Lennox and Trane roof top air handlers is desirable.

2.7 Natural Gas Service Lines

Size and install new natural gas service lines, pressure regulators and valves associated with new equipment and relocated equipment in the main facility. All natural gas work to be completed according to applicable codes and regulations by licenced gas fitters.

2.8 Service Heating - Cooling Equipment and Controlled Environments

Provide the Research Centre with 24 hour, 7 day emergency service for repair of heating and cooling equipment, controlled environment systems and hot water heaters supporting Research Centre environments.

2.9 Pipe Insulation Work

Provide licenced insulation mechanics as required to repair or replace insulation on various piping systems and equipment, this is required for complete equipment installations. This type of service will only be required on a complete installation and will be quoted and accepted prior to initiating the work.

2.10 Provide Licenced Personnel to Perform Legislated Testing

Provide Licenced personnel to perform tests and inspections and provide hard copy reports as required by the Facility Management Officer. Examples of such work are, test and verify back flow prevention systems, halocarbon leak testing, fire hydrant and stand pipe testing.

2.11 Special Equipment and Shop Fabrications

To fabricate and install various pieces of equipment to be used for experimental purposes as requested by the Facility Management Officer. To provide shop fabrication for steel, sheet metal and stainless steel applications.

2.12 Perimeter Hydronic Heating Systems

Rebuild or replace strainers, control valves, shut off valves, isolation valves, vents, traps and pumps. Replace gaskets on heat exchangers, repair or replace hot water system piping and fittings as required.

2.13 Sheet Metal Fabrication

Design, fabricate and install sheet metal ductwork, flashings and experimental containers as requested by the Facility Management Officer. Supply and install roof curb systems and all weather flashing, co-ordinate installation with our roofing Contractor.

2.14 Stainless Steel Fabrication

Design, fabricate and install stainless steel sinks, fume removal systems, stacking, plant growth chamber interiors as requested by the Facility Management Officer or Assistant Facility Manager.

2.15 Main Irrigation System

Re-pipe/repair and or alter irrigation systems, hydrants, pop-up valves, cushion tanks, control valves, pumps and safety valves as required, this includes excavation and back filling trenches.



2.16 Refrigeration Systems

Replace cooler and freezer room evaporators, piping and valves on various systems. Convert air cooled systems to water cooled systems as required. Rebuild growth cabinets and incubators as directed to meet factory performance specifications. Convert existing systems to alternate refrigerants as directed. Troubleshoot, repair and replace control systems as required, leak check systems, repair leaks, re-charge systems and record all data to meet AAFC and Environment Canada Federal Halocarbon Regulations. Contractor will maintain accurate inventory all refrigerants used to re-charge systems and for all refrigerants re-claimed from AAFC Systems.

AAFC will not purchase or maintain any quantities of bulk refrigerant on Site for use by Contractors.

2.17 Laboratory Services

Modify, replace or add service piping to lab areas as required for research studies. Services such as compressed air, vacuum, distilled water, natural gas, potable water and drains require periodic repair, rerouting or replacement. Install and service laboratory variable air volume fume hoods, fan systems, roof curbs, discharge stacks, support wires and pitch pockets.

2.18 Fabricate and Install Duct Systems

Modify sheet metal ductwork as required to supply conditioned air to work spaces. Install new ductwork as required for supply and return air systems within the facility. Install ceiling diffusers, return air grilles and service mixing boxes as required.

2.19 New Equipment Operation/Drawings and Maintenance Requirements

Supply engineering design criteria, plans, equipment specifications and cost estimates as required to replace or modify all major system components operating within the facility. Example, provide design criteria for replacement pumps, fans, roof top units, special valves and other components for review by Facility Management.

Supply all engineering data, operating characteristics, drawings and maintenance instructions for all replacement equipment supplied and installed under this standing offer agreement.

2.20 Laboratory and General Exhaust Fans

Service, replace or test the performance of existing exhaust systems operating within the facility. Test the performance of laboratory exhaust systems, general exhaust systems and air handling units and provide performance test reports to the Facility Management Officer.

2.21 Delta Building Management Control System

Note: The Delta Building Management Control System will not be part of the Mechanical Standing Offer Agreement, although there may be times when the Mechanical Contractor must coordinate with the Delta Controls Contractor.

If the Contractor is required to install a complete operating system and Delta Controls are required to be installed as part of the work Agriculture and Agri-Food Canada will then obtain pricing from the local Delta Controls Company to perform the work.

2.22 Greenhouse Structures and Systems

Fabricate specialized equipment and systems as required to support greenhouse operations. Install service and repair high pressure fogging systems and pumps, high pressure carbon dioxide delivery



systems and large multi zone hydronic heating systems including water treatment auxiliary equipment and reverse osmosis units.

2.23 Roof Top Air Handling Systems

Install, repair, trouble-shoot problems, calibrate sensors and maintain controls for existing Carrier, Lennox and Trane roof top units. Most of the roof top units have natural gas burners and two stage cooling systems. Supply and install roof curbs for fans and roof top units complete with weather proof flashings.

2.24 Storm Water Drains

Excavate and repair storm water drain pipes and catch basins normally found at the Harrow and Woodslee Sites.

2.25 Central Plant Cooling Towers

Make repairs to 3 Marley counter flow cooling towers located in building 84X.

3.0 Mandatory on Site Requirements

3.1 General

In general all work shall be performed and inspected in accordance with applicable codes, acts and regulations related to plumbing, gas fitting, steam fitting, refrigeration, ventilation, pressure vessels, laboratory safety, federal fire code, Canadian Electrical and Safety Code and CSA certifications for wiring and electrical equipment in Ontario.

Other acts, codes and regulations apply, Provincial, Federal and Municipal requirements exist and relate to the scope of work herein as follows:

- 3.1.1 Canadian Electrical Code (CEC)
- 3.1.2 National Building Code (NBC)
- 3.1.3 National Fire Code (NFC)
- 3.1.4 Canadian General Standards Board (CGSB)
- 3.1.5 Canadian Standards Association (CSA)
- 3.1.6 Underwriters Laboratories of Canada (ULC)
- 3.1.7 Trade Qualification Apprenticeship Authority (TQAA)
- 3.1.8 Apprenticeship and Certification Act (ACA)
- 3.1.9 Ontario Regulation 570/05 licensing of Electrical Contractors and Master Electricians
- 3.1.10 Environment Canada and Agriculture Canada Halocarbon Regulations

3.2 Equipment Rebuilding

Unless otherwise noted by the Facilities Management Officer, equipment shall be rebuilt to original mechanical specifications and according to manufacturer's rebuild instructions. Where available, copies of original mechanical drawings and specifications will be made available to the Contractor.

3.3 Pressure Vessel Inspection

In instances where work is performed on high pressure piping and pressure vessels, the piping or pressure vessels must be inspected by a Public Works and Government Services Canada Official (PWGSC) or Technical Standards and Safety Authority (TSSA) pressure vessel inspectors. Any problems encountered by an inspector are to be promptly rectified by the Mechanical Contractor. Visits



by inspectors are to be arranged by the Mechanical Contractor in collaboration with the Facility Management Officer.

3.4 Pipe, Pipe Supports and Valve Standards

Valves used on piping systems must meet or exceed the quality and service rating of the original equipment. Pipe and fittings must be of the proper type, wall thickness and rating for the type of service it provides. Neatly label all piping systems upon completion of the work, large legible colour coded labels with directional arrows are required.

Apply pipe insulation to meet application, ensure vapour barrier is installed on cold and chilled water piping, finish pipe insulation with various coverings such as canvas and or aluminum jackets as directed by the AAFC Site Authority. Ensure hot pipes and vessels are well insulated to prevent heat loss and burns to employees.

All piping shall be supported with uni-strut, pipe clamps and/or pipe hangers in accordance with good plumbing and pipe fitting practice.

3.5 Refrigerant Recovery

The Mechanical Contractor will supply and use a Refrigeration System recovery unit when evacuating any refrigeration system while on the site. The cost of supplying this unit will be included in the skilled trades rate as this offer does not recognize tool rental charges. Refrigerants used for recharging units at the Research Centre will be supplied by the Mechanical Contractor. The Mechanical Contractor will be responsible for maintaining an inventory record of all refrigerants used and recovered at the site. Regarding Refrigerant Management, follow guidelines set out by Agriculture and Agri-Food Canada and Environment Canada

3.6 Warranty and Technical Literature Support Documents

The Mechanical Contractor will furnish to AAFC all warranty documents concerning warranty guarantee's for workmanship, parts and labour. Documents will specify period and type of guarantee. Supply to the Facility Management Officer all technical literature and maintenance instructions supplied by the factory for new equipment for filing and future reference.

The Mechanical Contractor shall be capable of providing warranty support and replacement parts for all systems installed as part of this Mechanical Standing Offer Agreement.

3.7 Equipment, Components and Supplies

All equipment and components supplied and installed as part of this project will be compatible with existing systems operating at the Research Centre and approved for use in Canada. All equipment, components and supplies installed at this facility will be new, used parts are not acceptable. The Mechanical Contractor will ensure that all systems and system components are tested and that each system is fully commissioned. Commissioning will be supervised by the Assistant Facility Manager.

3.8 Disposal of Waste Materials

The Mechanical Contractor will dispose of all debris in an environmentally acceptable manner, burning or burial of materials on the site is not acceptable. Separate and dispose of used materials into recycle waste streams where applicable.

3.9 Equipment and Structural Measurements

All site, equipment and structural measurements are the responsibility of the Mechanical Contractor.



3.10 Damage to Federal Property

Any damage to Federal property or equipment by the Mechanical Contractors employees or sub-contractors will be the responsibility of the Mechanical Contractor.

3.11 Material Deliveries, Off-Loading and Site Storage

The Mechanical Contractor will be responsible for off loading all materials associated with the work. AAFC equipment and personnel will not handle Mechanical Contractors material at any time. The Mechanical Contractor's employees will not use or move Federal Government motor vehicles or motorized equipment found on either site, when vehicles or other motorized equipment requires moving contact the Facility Management Officer or Assistant Facility Manager. The Mechanical Contractor will sign for all materials that are delivered to the site and associated with this project, AAFC employees are not authorized to sign for materials delivered to Contractors.

The Mechanical Contractor will be allowed to store supplies and materials on the site, but must take responsibility for loss or damage.

3.12 Identification and Labelling

The Mechanical Contractor will ensure that all new control panels, pipe systems, electrical breakers/disconnects are neatly labelled for safety and operational purposes.



APPENDIX "B"
BASIS OF PAYMENT





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

Item #	Skilled Trades and Site Services	Unit	Year I (First year from Date of Award)			Optional Year II (Second year from date of award)		
			During Regular Working Hours \$	Outside Regular Working Hours \$	Saturday, Sunday & Holidays Hours \$	During Regular Working Hours \$	Outside Regular Working Hours \$	Saturday, Sunday & Holidays Hours \$
1	Journeyman Pipe Fitter	hr						
2	Journeyman Plumber	hr						
3	Journeyman Sheet Metal Mechanic	hr						
4	Journeyman Refrigeration mechanic	hr						
5	High Pressure Welder Certified	hr						
6	Journeyman Electrician	hr						
7	Journeyman Gas Fitter	hr						
8	Emergency Gas Appliance Service Calls	hr						
9	Material Deliveries Truck & Driver	trip						
10	Mark up % Rate on Materials	%						
11	Travel Charges Round Trip	trip						
12	Pitman/ Boom Truck/Backhoe Tractor with Operator	hr						



Name of Offeror: _____

Name of Authorized Signatory: _____

Address of Offeror: _____

Position of Signatory: _____

Signature : _____

Date: _____



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates
Year I – First year from date of award

Item #	Skilled Trades and Site Services	U of I	During Regular Working Hours \$	Est Qty per year	Total A	Outside Regular Working Hours \$	Est Qty per year	Total B	Saturday, Sunday & Holidays Hours \$	Est Qty per year	Total C	Total per Trade / Service (Total A + B + C)
1	Journeyman Pipe Fitter	hr		300			10			10		
2	Journeyman Plumber	hr		200			10			10		
3	Journeyman Sheet Metal Mechanic	hr		200			10			10		
4	Journeyman Refrigeration mechanic	hr		450			10			10		
5	High Pressure Welder Certified	hr		40			10			10		
6	Journeyman Electrician	hr		25			N/A			N/A		
7	Journeyman Gas Fitter	hr		50			10			10		
8	Emergency Gas Appliance Service Calls	hr		50			25			10		
9	Material Deliveries Truck & Driver	trip		25			N/A			N/A		
10	Mark up % Rate on Materials	%		40000			N/A			N/A		
11	Travel Charges Round Trip	trip		70			20			10		
12	Pitman/ Boom Truck/Backhoe Tractor with Operator	hr		15			N/A			8		
TOTAL												



APPENDIX "B"
BASIS OF PAYMENT - Part B
Financial Evaluation of Offered Rates
Optional Year I – Second year from date of award

Item #	Skilled Trades and Site Services	U of I	During Regular Working Hours \$	Est Qty per year	Total A	Outside Regular Working Hours \$	Est Qty per year	Total B	Saturday, Sunday & Holidays Hours \$	Est Qty per year	Total C	Total per Trade / Service (Total A + B + C)
1	Journeyman Pipe Fitter	hr		300			10			10		
2	Journeyman Plumber	hr		200			10			10		
3	Journeyman Sheet Metal Mechanic	hr		200			10			10		
4	Journeyman Refrigeration mechanic	hr		450			10			10		
5	High Pressure Welder Certified	hr		40			10			10		
6	Journeyman Electrician	hr		25			N/A			N/A		
7	Journeyman Gas Fitter	hr		50			10			10		
8	Emergency Gas Appliance Service Calls	hr		50			25			10		
9	Material Deliveries Truck & Driver	trip		25			N/A			N/A		
10	Mark up % Rate on Materials	%		40000			N/A			N/A		
11	Travel Charges Round Trip	trip		70			20			10		
12	Pitman or Boom Truck Operator	hr		15			N/A			8		
TOTAL												



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

Total evaluated cost for Basic Year \$ _____

Total evaluated cost for Optional Year I \$ _____

Total for the two (2) years \$ _____

Name of Offeror: _____

Name of Authorized Signatory: _____

Address of Offeror: _____

Position of Signatory: _____

Signature : _____

Date: _____





APPENDIX "C"

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





GENERAL CONDITIONS

GC1. INTERPRETATION

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;
 - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
 - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

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

GC6. Amendments and Waivers

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

GC7. Time of the Essence

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

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

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

GC10. Termination due to Default of Contractor

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
 - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
 - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

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

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

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

GC21. Indemnification

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
 - or
 - © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).
- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:
http://www.dfait-maeci.gc.ca/trade/sanctions_en.asp.

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Criminal Offense

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

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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



APPENDIX "D"

AAFC - GENERAL CONDITIONS- STANDING OFFER



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

01B46-14-0108



APPENDIX "D"

AAFC - GENERAL CONDITIONS- STANDING OFFER

GC1. Interpretation

In the Standing Offer, unless the context otherwise requires:

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

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

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

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

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

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

GC2. General

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

GC3. Offer

1. The Consultant offers to provide and deliver to Canada the goods, services or both described in the SO, in accordance with the pricing set out in the SO as and when the Identified User may request such goods, services or both, in accordance with the conditions listed at sub-section 2 below.

2. The Consultant understands and agrees that:

- a) a call-up against the SO will form a contract only for those goods, services, or both, which have been called-up, provided that such call-up is made in accordance with the provisions of the SO.
- b) Canada's liability is limited to that which arises from call-ups against the SO made within the period specified in the SO.



- c) Canada may require that the purchase of goods, services or both listed in the SO be made using an electronic purchasing tool. Canada will provide the Consultant at least three (3) months' notice before imposing such a requirement.
- d) The SO cannot be assigned or transferred in whole or in part.
- e) The SO may be set aside by Canada at any time.

GC4. Call-up

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

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

GC5. Withdrawal

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

GC6. Revision

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

GC7. Disclosure of Information

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



**FORM A
FORMER PUBLIC SERVANT FORM**

1.1 Former Public Servant (FPS)

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

Definitions

For the purposes of this clause:

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

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

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

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

1.2 Former Public Servant

Is the Offeror a FPS?

YES () NO ()

1.3 Former Public Servant in Receipt of a Pension

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

YES () NO ()

If so, the Offeror must provide the following information:

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

1.4 Work Force Reduction Program

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

YES () NO ()



If so, the Offeror must provide the following information:

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

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

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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

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

Name of individual, Corporation, Partnership, etc. (print or type)	Name & Title of Authorized Signatory(ies) (print or type)
Signature(s) of Individuals or Authorized Signatory(ies)	Dated this _____ day of _____ 2014



PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please typewrite or print in block letters.

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)

New
 Update
 Upgrade
 Transfer
 Supplemental
 Re-activation

The requested level of reliability/security check(s)

Reliability Status
 Level I (CONFIDENTIAL)
 Level II (SECRET)
 Level III (TOP SECRET)

Other _____

PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT

Indeterminate
 Term
 Contract
 Industry
 Other (specify secondment, assignment, etc.) _____

Justification for security screening requirement

Position/Competition/Contract number	Title	Group/Level (Rank if applicable)	
Employee ID number/PRI/Rank and Service number (if applicable)	If term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number ()	Facsimile number ()

B BIOGRAPHICAL INFORMATION (To be completed by the applicant)

Surname (Last name) _____ Full given names (no initials) underline or circle usual name used _____ Family name at birth _____

All other names used (i.e. Nickname) _____

Sex: Male Female

Date of birth: Y | M | D

Country of birth: _____

Date of entry into Canada if born outside Canada: Y | M | D

RESIDENCE (provide addresses for the last five years, starting with the most current)

Home address

Daytime telephone number ()

E-mail address _____

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To present
	City	Province or state	Postal code	Country	Telephone number ()	

2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To Y M
	City	Province or state	Postal code	Country	Telephone number ()	

Have you previously completed a Government of Canada security screening form? Yes No

If yes, give name of employer, level and year of screening. _____ Y

CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)

Have you ever been convicted of a criminal offence for which you have not been granted a pardon? Yes No

If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction)

Charge(s)	Name of police force	City
Province/State	Country	Date of conviction Y M D



INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any portion is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorization Form*, with the following parts completed:

- Part A - As set forth in each question
- Part B - As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.
- Part C - Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

2. Section B (Biographical Information)

To be completed by the *applicant*. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth - For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defence Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and Verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

- 19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;
- 18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)".
Note: Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.



FORM C –SUBCONTRACTING / SOUS-TRAITANCE

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

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

Contractor's list of subcontractors

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

Liste des sous-traitants de L'entrepreneur

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

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

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

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

Name

Position

Signature

Date

