



Request for Proposal (RFP): 01B46-15-0027

FOR THE PROVISION OF

**Plans & specifications and work monitoring for
corrective work to the western wall of the solid
manure pit in sector 100.**

FOR

***C.R.D.B.L.P.
2000 COLLEGE, SHERBROOKE, QC, J1M 0C8***

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

**On June 12, 2015 at the following
address:**

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre
TENDER RECEIVING UNIT
2001 Robert-Bourassa Blvd, Suite 671-TEN
Montreal, QC
H3A 3N2

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



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Prepare plans and specifications to issue a call for tenders to undertake permanent corrective work to repair the western wall of the solid manure pit in sector 100, and once a contractor has been selected, monitor the work.

2.0 SECURITY REQUIREMENTS

There is no security requirement associated with this project.

3.0 INTERPRETATION

- In the Request for proposal "RFP",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
 - 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
 - 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
 - 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
 - 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
 - 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning
 - a) the technical content of the Work under the Contract;
 - b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
 - c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;



- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two (2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
 - 1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - 2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
 - 3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
 - 4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the



examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

10.0 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held at the Dairy and swine Research and Development Centre located at 2000 College street, Sherbrooke, Qc., J1M 0C8 on June 3, 2015 @ 10:30 AM EDT.** Bidders will be requested to sign an attendance form. Bidders 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: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit **no later than June 12, 2015 at 2:00 PM EDT**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder’s responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 copy
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy



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

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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

4.2 Security Requirements

There is no security requirement for this project.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide two firm all inclusive prices (one price for each of the two phases) to provide the services requested in accordance with the Statement of Work **Appendix B**.

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

5.1 The Bidder may revise his/her tender by facsimile, or email, provided it is received before the RFP Closing Time. Any change resulting in an increase in the RFP price must be supported by a suitable increase in the security deposit.

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid. Any indication of the old or the new total price will get the Proposal discarded automatically.

6.0 CERTIFICATION REQUIREMENTS (Section 3)

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

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable



certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

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

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via buyandsell.gc.ca



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B46-15-0027, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

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

3.0 SECURITY REQUIREMENT

There is no security associated with this project

4.0 CONTRACT PERIOD

4.1 See appendix B – Statement of Work, section 1.2.8 targeted project milestones

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Jean-François Lemay

Contracting agent
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN
Montréal, Qc H3A 3N2
Tel.: 514-315-6196
Fax: 514-283-3143
E-mail: jean-francois.lemay@agr.gc.ca

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



6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

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

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contractor Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

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



1. The article of agreement;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B46-15-0027;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an



- immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

12.0 BASIS OF PAYMENT

- 12.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid two firm prices in accordance with the payment schedule below. Customs duties are included and the Applicable Taxes are extra.

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



13.0 METHOD OF PAYMENT

Milestone No.	Description or "Deliverable"	Firm Amount
Phase I Plans & Specs.	-99% complete plans and specifications -Class D cost estimate -Plans and specifications for submission	Bidder's proposed amount for Phase I
Phase II Call for tenders and work monitoring	-Addenda -Plans and specifications for construction -Minutes of site meetings -Lists of deficiencies -Interim work acceptance -"As-built" plans	Bidder's proposed amount for Phase II

14.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1).

Additional information is available at:
www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

16.0 MANDATORY CERTIFICATIONS

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



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

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

17.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

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

19.0 INSURANCE REQUIREMENTS

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



APPENDIX A GENERAL CONDITIONS



APPENDIX B STATEMENT OF WORK

1.1 Purpose of document

The purpose of this statement of work is to provide an overview of the project and of the services that the Consultant is expected to provide throughout the project, and to describe the content and format of project deliverables.

1.2 Project specifics

1.2.2 **Background**

The Dairy and Swine Research and Development Centre (DSRDC) had a new dairy centre built, which opened in fall 2010. This cowshed (building 76) is divided into two sectors:

sector 100 can accommodate up to 120 head with a traditional environment for the animals, and sector 400 can accommodate 32 head in a controlled-temperature environment.

Manure management is similar in both sectors. Solid manure is stored in separate pits (sector 100 and 400), while liquid manure and brown water is stored in a liquid pit.

In late fall 2014, it was observed that the western longitudinal wall, 52 metres long, of the solid manure pit in sector 100, was sagging by approximately 0.30 metres at its centre into the pit. Excavation work showed that a longitudinal crack was running along the wall approximately 1.00 metre above the foundation. An assessment showed that reinforcements had been installed as set out in the specifications. However, the installation at approximately 0.05 metres from the inside face of the wall meant that there was little tension on the backfilled side of the wall exposed to freezing.

In late fall 2014, work was performed to prevent water from entering the crack and the concrete from collapsing due to freezing or corrosion of the reinforcements. The crack was sealed with a protective tar coating. An extruded polyurethane membrane, 0.05 metres thick, was installed across the entire outside face of the wall for waterproofing and insulation. The backfill was graded to ensure that water flowed as far as possible from the wall and the foundation. The wall remained very stable throughout winter 2015.

1.2.3 **Project objectives**

The project objectives are to:

- 1) Prepare plans and specifications to issue a call for tenders to undertake permanent corrective work to repair the western wall of the solid manure pit in sector 100, and once a contractor has been selected, monitor the work.

1.2.4 **Standards**

The design of the system to correct the wall of the solid manure pit in sector 100 shall comply with the following standards and codes and all applicable regulations in effect.

- 1) *National Building Code*, current edition
- 2) *Quebec Construction Code*, current edition



- 3) Canadian Standards Association (CSA) standards
- 4) American Society for Testing and Materials (ASTM) standards
- 5) Reference Guide, *Agricultural Operations Regulation* (R.S.Q., c. Q-2, r.26), MDDELCC

1.2.5 Scope of Consultant work

Provide professional engineering services, as described in section 1.5 – Services requested, to meet project objectives.

1.2.6 Project parameters

Elements to be considered in the design (option proposed for evaluation):

- Excavation of the exterior side of the wall
- Construction of a new wall on the exterior side, up against the existing wall, with a thickness of 100 mm at the base to approximately 400 mm at the top in the centre:
 - o doweled to the existing foundation footing
 - o doweled to the existing wall
- Installation of a foundation drain and rigid insulation
- Backfill using granular materials, with a ground profile to drain surface water
- Construction of a section of wall approximately 15 metres long on the interior side, up against the central part of the existing wall, with a thickness of 150 mm at the base and approximately 1200 mm at the top
 - o doweled to the existing foundation footing
 - o doweled to the existing wall
- Temporary support of the roof structure to move column bases
- Modification or addition of anchors for column bases

If this rehabilitation option proposed as part of a feasibility study conducted last winter is not the optimal solution, the Consultant shall develop other corrective solutions, propose them to the client and evaluate the solution that will be selected.

Site accessibility: the site is accessible during the day, Monday to Friday, from 7:00 a.m. to 4:00 p.m.

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

1.2.7 Documents available to bidders - see appended documents on buyandsell.gc.ca

- 1) Photos of the damaged wall
- 2) Wall detail

1.2.8 Targeted project milestones

Activities	Business days
Design (Phase I)	
Client meeting and site survey	2
Plans 99% complete	15
Client comments	3
Plans and specifications for tender	5
Subtotal	25



Work monitoring (Phase II)	
Call for tenders (AAFC)	15
Contract award	5
Work	30
Subtotal	50
Total	75

1.3 Project administration

1.3.1 **Coordination with AAFC**

The Project Authority is the AAFC departmental representative.

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

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

The Consultant must:

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

1.3.2 **Coordination with subcontractors**

The Consultant must (for the contract design phase):

1. Coordinate and assume responsibility for the work of any subcontractors and/or specialists hired by the Consultant;
2. Ensure clear, precise and uninterrupted communication of questions related to the plans, budget or schedule (including changes) with respect to the responsibilities of all subcontractors and/or specialists, from the initial building review to the submission of reports after the modernization work;
3. Ensure that the subcontractors and/or specialists attend meetings at which their presence is necessary; and
4. Ensure appropriate or necessary coordination of requirements with and among the subcontractors and/or specialists for the project.

1.3.3 **Lines of communication**

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



1.3.4 Media

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

1.3.5 Response deadlines

The Primary Consultant is required to be personally available to attend meetings and respond to the Project Authority's information requests within three (3) days of the request, at the location where the work is to take place, effective from the consulting contract award date to the substantial completion date.

1.4 Roles and responsibilities

1.4.1 Project Authority

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

1.4.2 Consultant

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

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

1.5 Services requested

1.5.1 Consultant's terms of reference

Under this contract, the Consultant will be responsible for performing the tasks stated below.

PHASE I (design)

Under these terms of reference, the Consultant will follow these steps:

- a.** Find out, from the designated AAFC representatives, the needs described in this document. Review the documents provided by the Project Authority.
- b.** Conduct an on-site survey of the general condition of the infrastructure and of apparent problems. Electronic files (DWG) of the plans for the construction work performed in 2009 will be put at the Consultant's disposal for use of the base plan.
- c.** Prepare plans and specifications for the repair of the western wall of the solid manure pit in sector 100. Plans must be on the metric scale and in A-1 format. Plans must be prepared using AutoCAD software. Specifications shall be in NMS (National Master Specification) format. Specifications shall include all general and specific



conditions. No clauses relating to the call for tenders shall be included; these will be covered by departmental bid forms. Plans and specifications shall be bilingual.

- d. Submit a copy of 99% complete plans and specifications in PDF format to the departmental Project Authority for comments. Upon receipt of the comments from the departmental Project Authority, the Consultant shall make the required corrections and modifications to the plans and specifications.
- e. At this stage, provide a Class D construction cost estimate.
- f. Once all corrections have been made, provide the departmental Project Authority with the bid documents in PDF format.

PHASE II (work monitoring)

- a. The call for tenders will be managed entirely by Agriculture and Agri-Food Canada.
- b. Services required during the call for tenders and the construction phase:
 - 1) During the tender period:
 - in the presence of the departmental Project Authority, conduct a site visit with bidders;
 - answer bidders' technical questions;
 - evaluate requests from bidders for equivalent products;
 - as needed, prepare addenda (to be distributed by AAFC);
 - evaluate bids received and issue a recommendation for the construction contract award; and
 - review the monitoring mandate description for a Material Testing Laboratory (concrete, rebars, etc.), who will be hired by AAFC, and provide comments to the AAFC Project Authority.
 - 2) Post tender, prepare seven sealed hard copies of the construction plans and specifications. The Consultant shall provide the departmental Project Authority with electronic copies of the construction plans and specifications.
 - 3) After AAFC has awarded the construction contract, partially monitor the work. The monitoring will involve the following:
 - approve shop drawings;
 - negotiate change notices (final approval by AAFC) and issue site instructions to the Contractor;
 - answer the Contractor's technical questions and resolve any problems that arise in the course of the work;
 - hold site meetings, prepare minutes and distribute them;



- carry out work inspection visits (in combination with site meetings);
- approve progress payment claims;
- issue lists of deficiencies;
- issue the interim acceptance certificate;
- check the end-of-project manual submitted by the Contractor; and
- update “as-built” plans in AutoCAD based on the plans annotated by the Contractor in the course of the work. Provide TQC plans in DWG, PDF and hard copy format (two copies).

1.5.2. Deliverables

PHASE I (Feasibility study/plans and specifications)

Description	Format
99% complete plans and specifications	PDF
Class D cost estimate	PDF
Plans and specifications for submission	PDF

PHASE II (call for tenders and work monitoring)

Description	Format
Addenda	PDF
Plans and specifications for construction	PDF
Minutes of site meetings	PDF
Lists of deficiencies	PDF
Interim work acceptance	PDF
“As-built” plans	DWG, PDF and paper (2 copies)



APPENDIX C BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 13.0 of Part 3, Method of Payment and article 14.0 of Part 3, Direct Deposit.**

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

2.0 Pricing Basis

The Contractor shall be paid in accordance with Appendix F (financial proposal) for work performed under the Contract.



**APPENDIX D
EVALUATION PROCEDURES & CRITERIA**

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

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders’ responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 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 = 60%
Financial Proposal = 40%

Overall Proposal = 100%

Formula:

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

Example if weighting was 70% / 30% :

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



Proposal 2 - Tech = 86/100 - Price - \$55,000	$\frac{86 \times 70}{100} = 60.2$	$\frac{*50 \times 30}{55} = 27.27$	$= 87.47$
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{*50 \times 30}{50} = 30$	$= 83.2$
<i>* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.47</i>			

1.5 To be considered Responsive, a Proposal Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the minimum number of points identified on each criterion.

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 2, 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 B).

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

(i) The bidder must separately submit the technical proposal, the financial proposal and required certifications, meaning that the proposal must have three parts (sections I, II, III), as indicated below:

- I - technical proposal, attachments (no reference to price) and mandatory requirements
- II – financial proposal
- III – certifications



- (ii) The bidder must submit a signed proposal. In the case of a proposal submitted by a joint venture, the proposal must be signed by all members of the venture, or be accompanied by a declaration that the signatory represents all parties in the joint venture.
- (iii) Bidders must duly complete the mandatory certifications. If neither form applies to this request for proposals, the bidder must nevertheless complete the forms, specifying “not applicable.”
- (iv) Bidders must **provide proof that the proposed Project Authority is a civil engineer and a member in good standing of the Ordre des ingénieurs du Québec**. Provide a copy of the individual’s degree and proof of OIQ membership.
- (v) Bidders must provide **proof that their proposed teams are made up of at least one civil engineering technician and one engineer** by providing copies of each of their degrees.

3.0 POINT RATED REQUIREMENTS

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

3.1.1 Project Authority experience – 16 points (Minimum 12 points)

The company’s Project Authority must have at least eight years of experience in studies and projects for rehabilitating deteriorated/cracked concrete structures. Provide the Project Authority’s resume.

8–13 years	12 points
14–19 years	14 points
20 years or more	16 points

3.1.2 Company qualification – 26 points (Minimum 18 points)

The company must demonstrate that it has the capacity and resources required to provide the services set out in the statement of work – Appendix B.

Two relevant project fact sheets will be evaluated and rated. Proposed personnel must have carried out, within the last five years, in whole or in part, two projects to repair/stabilize prematurely deteriorated/cracked concrete structures. For each project, provide a fact sheet indicating the name of the project, the value, the year, a description of the project and its location. (per project: 13 points – Minimum 9 points).

3.1.3 Proposed personnel experience – 22 points (Minimum 14 points)

The bidder must provide the resumes of the two (2) persons proposed. Proposed personnel must have at least five years of experience in studies and projects for rehabilitating deteriorated/cracked concrete structures.



5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined financial and technical score.

The Bidder with the highest combined score will be awarded the contract.



APPENDIX E CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following:

Corporate full legal name: _____
 Place of business (complete address): _____
 Contact person: _____
 Phone: _____
 Email: _____
 GST number: _____

Name

Signature

Date



B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date



D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

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

Name

Signature

Date



F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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



Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date



G) JOINT VENTURES

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

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:
 - (a) Type of joint venture (mark applicable choice):
 - Incorporated joint venture
 - Limited partnership joint venture
 - Partnership joint venture
 - Contractual joint venture
 - Other
 - (b) Composition (names and addresses of all members of the joint venture)
3. Definition of joint venture

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

- (a) The incorporated joint venture;
 - (b) The partnership venture;
 - (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:
 - (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.



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

Name

Signature

Date



APPENDIX F FINANCIAL PROPOSAL

The Financial Bid shall consist of **two (2) separate firm amounts as follows:**

PHASE 1 (DESIGN OF PLANS & SPECS.)

PHASE 2 (MONITORING OF WORK)

TOTAL

All prices to exclude taxes

.....

Signed at: _____ this _____ day of _____ 2015.
(City and Province)

Name and address of vendor/Company:
(including Postal Code)

Name of bidder: _____

Bidder's Position: _____

Bidder's Signature: _____