

REQUEST FOR QUOTATION (RFQ)

for the Provision of

DNA HIGH THROUGHPUT SEQUENCING ANALYSIS OF SOIL AND PLANT DNA EXTRACTS

for

Agriculture and Agri-Food Canada (AAFC)
Swift Current Research and Development Centre
Swift Current, Saskatchewan

Solicitation # 01R11-16-C054

Contracting Authority:

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TABLE OF CONTENTS

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Contractual Capacity
- 2.0 Acceptance of Terms and Conditions
- 3.0 Incurring Cost
- 4.0 Enquiries - Solicitation Stage
- 5.0 Rights of Canada
- 6.0 Substantiation of Professional Service Rates
- 7.0 Mandatory Clauses
- 8.0 Debriefing
- 9.0 Office of the Procurement Ombudsman

PART 2: BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Bid Submission
- 3.0 Bid Preparation Instructions
- 4.0 Preparation of Technical Bid (Section 1)
- 5.0 Preparation of Financial Bid (Section 2)
- 6.0 Certification Requirements (Section 3)
- 7.0 Evaluation Procedures
- 8.0 Requests for Quotation Amendment(s)

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

- 1.0 General Conditions
- 2.0 Requirement
- 3.0 Security Requirements
- 4.0 Contract Period
- 5.0 Contracting Authority
- 6.0 Project Authority
- 7.0 Contractor Representative
- 8.0 Priority of Documents
- 9.0 Basis for Canada's Ownership of Intellectual Property
- 10.0 Access to Government Facilities/Equipment
- 11.0 Damage to or Loss of Crown Property
- 12.0 Basis of Payment
- 13.0 Method of Payment
- 14.0 Direct Deposit
- 15.0 Invoicing Instructions
- 16.0 Mandatory Certifications
- 17.0 Non-Permanent Resident
- 18.0 Insurance Requirements

LIST OF APPENDICES

Appendix A - General Conditions

Appendix B - Statement of Work

Appendix C - Basis of Payment

Appendix D - Evaluation Procedures & Criteria

Appendix E - Certification Requirements

GENERAL INFORMATION

1.0 PROJECT SUMMARY

The Department of Agriculture and Agri-Food Canada (AAFC), Swift Current Research and Development Centre (SCRDC), Swift Current, Saskatchewan requires a supplier to provide DNA High Throughput Sequencing Analysis of soil and plant DNA extracts. The supplier will be required to provide the labour, equipment, supplies and lab space necessary to conduct DNA sample preparation and sequencing analysis on extracted DNA samples provided by AAFC.

AAFC does not have the in-house technology to do this work; therefore, a contract is required for these services. The services required are detailed in Appendix B herein. AAFC anticipates awarding a contract for One (1) year from the Date of Award, with an Option to Extend, for up to two (2) additional, one (1) year options.

2.0 SECURITY REQUIREMENTS

There is no security associated with this work.

3.0 INTERPRETATION

In the Request for Quotation, "RFQ",

- 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 RFQ) and any supplemental general conditions specified in this RFQ 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 RFQ, 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 RFQ, 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 **Bid Submission**", means an offer, submitted in response to a request from a Contracting Authority that constitutes a solution to the requirement or objective in the request;
- 3.8. **"Bidder"** means a person or entity submitting a bid in response to this RFQ;
- 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 RFQ.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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 should 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 RFQ.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Bid Submissions 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 RFQ shall form part of any Resulting Contract.

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFQ. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a bid.
- 4.2 Enquiries and issues must be received by the Contracting Authority on or before 12 noon, Regina time (CST), Wednesday, January 27, 2016. Enquiries or issues received after that time may not be able to be answered.
- 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 below. Noncompliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.
- 4.5 Meetings will not be held with individual bidders prior to the closing date / time of this RFQ, 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 Appendix B, Statement of Work.

5.0 RIGHTS OF CANADA

Canada reserves the right to:

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICE RATES

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

Where the words "**must**", "**shall**" or "**will**" appear in this RFQ, the clause is to be considered as a mandatory requirement.

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for goods and under \$100,000.00 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 email 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.

PART 2: BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Saskatchewan
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 BID SUBMISSION

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

Due to the nature of this RFQ, electronic transmission of bids by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.

- 2.2 The bid submission **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFQ no later than **THURSDAY, FEBRUARY 18, 2016 AT 2:00 PM, REGINA TIME (CST)**. The outside of the envelope containing the bid submission should include the RFQ #01R11-16-C054.
- 2.3 The onus for submitting bids on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their bid submission to the Contracting Authority.
- 2.4 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 bid. Any planned **in-person delivery of bids must be between 8:00 a.m. and 4:30 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a bid.
- 2.5 Bids submitted in response to this RFQ will not be returned.

3.0 BID PREPARATION INSTRUCTIONS

- 3.1 The bid **should** be structured in **THREE (3) SEPARATELY SEALED ENVELOPES** as indicated below:

Section 1	Technical Submission (includes Mandatory Requirements with no reference to price)	1 original hard copy and 1 electronic copy provided on USB Stick or Disc
Section 2	Financial Bid	1 original hard copy
Section 3	Certifications	1 original hard copy

- 3.2 The Bidder may submit a bid in either official language; however, English is preferred.

3.3 Each copy of the bid 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 RFQ Number.

4.0 PREPARATION OF TECHNICAL BID (SECTION 1)

The Technical Bid Submission should include:

A. Title Page

B. Letter of Introduction (1 page maximum)

Provide an overview of your company including:

- Corporate overview
- Corporate relationships
- Length of time in business
- Location of head office and any sub-offices (if applicable)

C. Appendix C – Mandatory Qualifications

Demonstrate how your Bid meets the requirements of the **Mandatory Criteria, Appendix "D"**.

5.0 PREPARATION OF FINANCIAL BID (SECTION 2)

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

The requirements of the Financial Bid are detailed in **Appendix D, Evaluation Procedures and Criteria**.

Prices shall not appear in any area of the bid submission except in the Financial Bid.

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 bid submission. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a bid 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 bid 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 Bid Submissions will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Bids 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 QUOTATION AMENDMENT(S)

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

PART 3: RESULTING CONTRACT TERMS & CONDITIONS

Upon a Contract being awarded pursuant to RFQ 01R11-16-C054, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

- 2.1 The contractor will provide the services identified in **Appendix B, Statement of Work**.
- 2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENTS

There is no security associated with this work.

4.0 CONTRACT PERIOD

- 4.1 The Contract shall be for the period identified on page 1 of the resulting contract.
- 4.2 The Contractor grants to Canada the irrevocable options to extend the duration of the Contract by up to two (2) additional, one (1) year periods under the same terms and conditions.
 - 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract Expiry date.
 - 4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.
 - 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

5.0 CONTRACTING AUTHORITY

The Contracting Authority is:

Melissa Smith, Procurement Officer
Agriculture and Agri-Food Canada
300 – 2010 12th Avenue
Regina, SK S4P 0M3

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

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

The Project Authority for the Contract is:

To be inserted at Contract Award

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

The Contractor Representative for the Contract is:

To be inserted at Contract Award

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

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

8.0 PRIORITY OF DOCUMENTS

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

1. These Terms and Conditions;
2. Appendix B, The Statement of Work hereof;
3. Appendix A, The General Conditions hereof;
4. Appendix C, Basis of Payment hereof;
5. Appendix E, Certification Requirements
6. Request for Quotation # 01R11-16-C054
7. Contractor's Bid Submission dated (*to be inserted at Contract Award*).

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFQ,

- 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 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

This section is intentionally left blank

11.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C, Basis of Payment, for Work performed pursuant to the Contract.
- 12.2 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment

detailed in Appendix C, to a **Ceiling Price** of \$ _____ (*to be inserted at Contract Award*). Customs duties are included and the Applicable Taxes are extra.

The Ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

13.0 METHOD OF PAYMENT

Payment will be made **in full upon completion of the work described herein for actual service incurred**, following the submission of all invoicing documentation as specified in Article GC17.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

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/recqen/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 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Contractor Address for payment and GST #;
- Contract Title & Contract #;
- Description of Work Completed and Period of Services rendered;
- Invoice Amount and Applicable Taxes.

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

16.0 MANDATORY CERTIFICATIONS

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

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

17.1 (CANADIAN CONTRACTOR)

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

17.2 (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.

18.0 INSURANCE REQUIREMENTS

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

GENERAL CONDITIONS

GC1 Interpretation

1.1 In the contract,

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

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

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

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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

GC5. Inspection and Acceptance

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

GC6. Amendments and Waivers

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

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

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

GC8. Excusable delay

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

8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.

8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination

8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and

(b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

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

(a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;

(b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or

(c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

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

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

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

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

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

GC16. Records to be kept by Contractor

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

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

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

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

17.2 Invoices must show:

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

- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

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

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

GC18. Right of Set off

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

GC19. Assignment

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

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

GC20. Subcontracting

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

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

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

- 26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Criminal Offense

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

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

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.

STATEMENT OF WORK

DNA High Throughput Sequencing Analysis of Soil and Plant DNA Extracts

1. BACKGROUND:

The Swift Current Research and Development Centre (SCRDC), Soil Microbiology Laboratory (SCRDC MicroLab) strives to develop biotechnologies related to managing plant-associated microorganisms in efficient and sustainable agricultural cropping systems for the Canadian Prairies and beyond. A key component to achieving this goal is determining what microorganisms are present in the soils and plants of Western Canada's agricultural region. Most of our research includes microbial DNA analyses as an important part of understanding the roles of microbial diversity in plant protection, nutrient cycling as well as other activities we are beginning to understand.

To meet our research goals we need DNA sequencing, using technologies that are not currently available in our research facility. Entering into a Contract for these services will enable AAFC to continue meeting the goals of our microbial biodiversity work. In addition, these technologies are continuously evolving and for this reason some services providers acquire the most up-to-date equipment, which allows us to have the leading edge technology available to us.

2. OBJECTIVE:

The SCRDC MicroLab, Swift Current, Saskatchewan requires a Supplier to provide DNA High Throughput Sequencing (HTS) Analysis of soil and plant DNA extracts. The Supplier will be required to provide the labour, equipment, supplies and lab space necessary to conduct DNA sample preparation and sequencing analysis on extracted DNA samples provided by AAFC.

3. SCOPE OF WORK:

A) Laboratory Services

Conduct HTS Analysis of soil and plant extracts using all three different types of technology: 1) Roche 454 FLX+ Technology; 2) Illumina MiSeq 600 Technology; and, 3) Illumina HiSeq 2500 Technology.

The work will achieve different scientific goals. By using Roche 454 FLX+ and Illumina MiSeq 600 technology, the work will target three specific microbial groups for each: 1) Arbuscular Mycorrhizal Fungi (AMF); 2) Non-AMF Fungi; and 3) Bacteria. Illumina HiSeq 2500 Technology will give the whole community genome and allow for the identification of functional gene groups.

AAFC expects sequencing analysis will be required at least **three times per year** with sample sets of varying size (several dozen to several hundred) submitted each time.

The Supplier shall complete the following tasks for each type of technology required:

1) **Roche 454 FLX+ Technology**

AAFC will provide DNA extracts from soil and plant sources to the Supplier for the production of the amplicons for FLX+ sequencing.

Tasks:

- Amplicon production for libraries with appropriate adapter sequences;
- Pool libraries appropriately according to specifications outlined below using 16 or 32 MID labels as required;
- Sequence libraries using Roche 454 FLX+ technology with plates divided into 8 zones and each library to be in 1/8th of a plate.

Specifications:

DNA extracts for sequencing of Arbuscular Mycorrhizal Fungi (AMF) that require a maximum of 32 amplicons per library. These amplicons must be prepared with nested PCR using the NS1/NS4 primer pair followed by the AML1/AML2 primer pair.

DNA extracts for sequencing of Non-AMF Fungi that require a maximum of 32 amplicons per library with a single PCR. These amplicons must be prepared using the ITS1F/ITS4 primer pair.

DNA extracts for sequencing of Bacteria that require a maximum of 16 amplicons per library with a single PCR. These amplicons must be prepared using the 968F/1401R primer pair.

2) Illumina Miseq 600 Technology

AAFC will provide DNA extracts from soil and plant sources to the Supplier for the production of the template libraries using Illumina MiSeq Sequencing technology.

Tasks:

- Generate template libraries and attach appropriate indexes and sequencing adapters (using the correct library preparation workflows as outlined by Illumina);
- Pool libraries appropriately according to specifications outlined below that require 2x300bp runs using 96 or 384 samples as required.

Specifications:

DNA extracts for sequencing of Arbuscular Mycorrhizal Fungi (AMF) require amplicons to be prepared using nested PCR using the NS1/NS4 primer pair followed by the AMV4.5NF/AMDGR primer pair. The libraries will then be prepared using the Illumina protocol for 2 x 300 bp and subsequently sequenced utilizing the 384 sample library procedure.

DNA extracts for sequencing of Non-AMF Fungi require amplicons to be prepared using the ITS1 F-illu/58A2R-illu primer pair. The libraries will then be prepared using the Illumina protocol for 2 x 300 bp and subsequently sequenced utilizing the 384 sample library procedure.

DNA extracts for sequencing of Bacteria require amplicons to be prepared using the 16S-illu F/R primer pair. The libraries will then be prepared using the Illumina protocol for 2 x 300 bp and subsequently sequenced utilizing the 96 sample library procedure.

3) **Illumina HiSeq 2500 Technology**

AAFC will provide DNA extracts from soil and plants sources to the Supplier for the production of the libraries using Illumina HiSeq sequencing technology.

Tasks:

- Generate libraries using the TruSeq gDNA Library preparation protocol (or other approved method);
- The samples submitted will require 10 Gb of sequencing to obtain the acceptable level of coverage to evaluate diversity.

Specifications:

Use the Illumina HiSeq technology in Rapid Run Mode using the Dual Flow Cell and paired-end protocol. The Work may require paired-end 150bp sequencing flow cell with 2 lanes per run.

B) Analyses Reporting / Timelines

The Supplier must provide the results of analysis to the Project Authority or his Designated Representative within **ten working days** from completion of analysis, including but not limited to:

- Analysis Methods used;
- Analysis Results;
- Quality Assurance (QA) / Quality Control Program.

C) Quality Assurance / Quality Control Program

All results must be produced such that they conform to any and all applicable professional and scientific standards and rigour and such that they meet the objectives of AAFC.

The laboratory is to provide the Project Authority with a copy of their analysis methods at the outset of a Contract award. If applicable, a copy of any new or revised analysis methods that occur during the Contract shall also be provided to the Project Authority. Unless otherwise identified by the Project Authority or his Designate, all results will be listed in the same unit of measure as displayed in applicable and most current CCME Canadian Environmental Quality Guidelines. Those results that exceed the current guideline will be flagged using enhance fonts or listed separately.

D) Disposal of Samples

Disposal, if required, of all samples is the responsibility of the Supplier and must be in accordance with applicable Federal, Provincial, Territorial and Municipal Environmental Safety Regulations and Legislation. If samples are requested to be returned to the Project Authority or his Designate, costs to package and return them will be reimbursed by AAFC as disbursements (at actual cost with no mark-up). Invoices must be supported with receipts for these charges.

E) Retesting

Any cost resulting from retesting that is required as a result of Supplier damage or adulteration to samples during handling and storage at the Supplier's location will be the responsibility of the Supplier. Alternatively, if retesting is due to errors made by the Project Authority or his Designate, then they will be responsible for the cost associated with repeating the analysis. There also may be times when AAFC will request the Supplier to investigate and rectify any discrepancies that may be discovered to their satisfaction. In this case, AAFC will be responsible for any costs.

F) Standard of Work

All work referred to above, must be performed in accordance with all codes of Federal, Provincial, Territorial, or Municipal application. In the event of a conflict or discrepancy between the codes, the most stringent shall apply.

The Supplier must obtain and maintain all permits, licenses and certificate of approval required for the Work to be performed under any applicable Federal, Provincial, Territorial and Municipal legislation. The Supplier will be responsible for any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, license or certificate to Canada.

4. DELIVERABLES:

1. DNA Sequencing Analysis results completed using Roche 454 FLX+ Technology.

To be provided in FASTA files, with data (in electronic format, including instructions for conversion). Each library needs the files sorted by MID within each pool. Sample names shall be the beginning of any filenames or sample identifiers resulting after sequencing.

2. DNA Sequencing Analysis results completed using Illumina MiSeq 600 Technology.

To be provided in FASTQ files, with data (in electronic format, including instructions for conversion). Each library needs the files sorted by each adapter. Sample names shall be the beginning of any filenames or sample identifiers resulting after sequencing.

3. DNA Sequencing Analysis results completed using Illumina HiSeq 2500 Technology.

To be provided in raw sequence reads in electronic format compatible with BaseSpace for further analyses. The results must have FASTQ format and quality data included. Sample names shall be the beginning of any filenames or sample identifiers resulting after sequencing.

5. DURATION:

One (1) year from the Date of Contract Award, with an Option to Extend, for up to Two (2), One (1) year options.

6. SUPPLIER RESPONSIBILITIES:

The Supplier will be responsible to provide status updates to the AAFC Project Authority or Designate by email or telephone to discuss methodologies, timelines, progress, issues, etc., if they arise during the Work.

7. AAFC RESPONSIBILITY & SUPPORT:

AAFC is responsible to provide the DNA extracts from soil and plant sources to the Supplier for the Work.

All costs to ship these samples to the Suppliers lab will be AAFC's responsibility.

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 13.0 of Part 3, Method of Payment** and **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 their pricing set out in **Appendix D – Bid Document** for work performed under the Contract.

EVALUATION PROCEDURES & CRITERIA**TECHNICAL BID SUBMISSION**

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

1.0 METHOD OF SELECTION – LOWEST COST (ONCE MANDATORY REQUIREMENTS HAVE BEEN MET)

- 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 Bid Submission requirements that will be used to evaluate Bidders' responses to the RFQ.
- 1.3 The mandatory requirements under Section 2.0 will be evaluated on a compliant/non-compliant basis. Bid Submissions must include the necessary documentation to demonstrate this compliance.

To be considered Compliant, a Bid Must:

- 1- Meet all mandatory requirements specified in section 2.0 below.
- 1.4 The selection of the responsive Bid will be made on the basis of the **LOWEST PRICE** for the financial bid.
- 1.5 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.6 Failure of a Bid to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Bid non-responsive.
- 1.7 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Bid Preparation Instructions in Part 2, Article 3.0.
- 1.8 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the Scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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

The Bidder is requested to identify with their bid where the information can be found in the bid (i.e.: identify the page / project number, etc.).

M1 TECHNOLOGY

The Bidding Company shall confirm and certify that they own the following three types of equipment to undertake the Work. This shall be proven by completing and providing the certification below, confirming each equipment type with their bid.

<u>EQUIPMENT TYPES:</u>	<u>MODEL NUMBER</u>	<u>YEAR</u>
Roche 454 FLX+ Technology:	_____	_____
Illumina MiSeq 600 Technology:	_____	_____
Illumina HiSeq 2500 Technology:	_____	_____

I, the Bidder, submitting this Bid Submission, certify that I in fact have the above three types of equipment to undertake the work for AAFC.

_____	_____	_____
Printed Name	Signature	Date

M2 EXPERIENCE

The Bidding Company shall have recent experience (within the past 2 years) in using all three equipment technologies.

Within this experience, the bidder shall demonstrate their capability to prepare samples and show successful completion of sequencing analysis completed for clients. This must be demonstrated by the bidder providing 2 examples for each technology (6 projects in total) and will include the following information for each example:

- a. Project Title;
- b. Client Organization Name;
- c. Project Description (includes supporting data such as what and why);
- d. Project start and end date (mm/yyyy to mm/yyyy).

M3 SCHEDULE

The Bidding Company shall provide a schedule indicating what the average turn-around time is upon arrival of the DNA extracts to ultimately when the sequencing will be completed and the data available to AAFC. Keeping in mind that sequencing results are expected to AAFC within ten working days of completion of sequencing analysis.

3.0 FINANCIAL BID

BIDDER IS REQUIRED TO COMPLETE THE BID TABLE BELOW

4.1 The Bidder must complete the table identified below which will form the Financial Proposal.

4.2 Price Proposals will be assessed as follows:

Provided all MANDATORY CRITERIA are met, lowest price will be determined by:

Step 1 For each line item - Estimated # of Units (A) x Unit Price (B) = Extended Cost C..)

Step 2 Total Aggregate Cost of Extended Totals = Your Evaluated Offer

NOTE - All bidders will be assessed and accepted on a low aggregate basis applicable taxes excluded. Low aggregate will be determined by extending and totaling the unit prices for all three (3) years (See Financial Bid Table Below).

4.3 Determination of the successful Bidder will be determined by ranking the Bidders according to the total price of their bid. The lowest responsive bid for all three (3) years will be awarded the contract.

FINANCIAL BID TABLE

AAFC is not prepared to accept separate prices for any other costs. All relative costs associated with the Work must be included in the cost asked for.

Column B (Unit Price Offered) must be completed for all line items for your Offer to be considered compliant.

* The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

T1) YEAR #1 – INITIAL CONTRACT PERIOD

Item	Description	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (A x B) = (C)
1 - ROCHE 454 FLX+ TECHNOLOGY				
SAMPLE PREPARATION (as specified below for each microbial group):				
1.1	Arbuscular Mycorrhizal Fungi (AMF) with up to 32 MIDs Nested with 1 st PCR using NS1/NS4; 2 nd PCR with AML1/AML2	96	\$ _____/ Sample	D
1.2	Non-AMF Fungi with up to 32 MIDs PCR with ITS1F/ITS4	96	\$ _____/ Sample	E
1.3	Bacteria with up to 16 MIDs PCR with 16S primers 968F/1401R	96	\$ _____/ Sample	F
1.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____/ Sample	G
1.5	Sample Normalization	288	\$ _____/ Sample	H
SEQUENCING				
1.6	Library Quality Control	12	\$ _____/ 1/8 run of a plate	I
1.7	454 Titanium 1/8 sequencing run	12	\$ _____/ 1/8 run of a plate	J
2 - ILLUMINA MISEQ 600 TECHNOLOGY (paired-ends 300 bp runs)				
SAMPLE PREPARATION (as specified below for each microbial group):				
2.1	Arbuscular Mycorrhizal Fungi (AMF) with 384 libraries pooled Nested PCR with NS1/NS4 followed by AMV4.5NF/AMDGR	96	\$ _____/ Sample	K

2.2	Non-AMF Fungi with 384 libraries pooled PCR with ITS1F-illu/58A2R-illu	96	\$ _____ / Sample	L
2.3	Bacteria with 96 libraries pooled PCR with 16S-illu F/R	96	\$ _____ / Sample	M
2.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____ / Sample	N
2.5	Sample Normalization	288	\$ _____ / Sample	O

SEQUENCING

2.6	Library Quality Control	3	\$ _____ / 1 plate	P
2.7	MiSeq 600 - paired-ends 300 bp sequencing run (384 libraries pooled)	2	\$ _____ / 1 plate	Q
2.8	MiSeq 600 – paired-ends 300 bp sequencing run (96 libraries pooled)	1	\$ _____ / 1 plate	R

3 - ILLUMINA HISEQ 2500 TECHNOLOGY

SAMPLE PREPARATION (as specified below for each):

3.1	TruSeq gDNA Library	24	\$ _____ / Sample	S
3.2	High Throughput QC for MPS sequencing Library	24	\$ _____ / Sample	T

SEQUENCING

3.3	HiSeq 2500 Rapid – paired-ends 150bp sequencing flow (2 lanes)	3	\$ _____ / sequencing flow cells	U
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4 - DISPOSAL FEE'S (if applicable) Bidders must enter a value here. If no charge for these than enter \$0.00.

\$ _____ /
Sample

V

T1 (Total 1 for Initial Contract Period) = (D...V)

T1

T2) YEAR #2 – OPTION YEAR #1

Item	Description	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (A x B) = (C)
1 - ROCHE 454 FLX+ TECHNOLOGY				
SAMPLE PREPARATION (as specified below for each microbial group):				
1.1	Arbuscular Mycorrhizal Fungi (AMF) with up to 32 MIDs Nested with 1 st PCR using NS1/NS4; 2 nd PCR with AML1/AML2	96	\$ _____ / Sample	D
1.2	Non-AMF Fungi with up to 32 MIDs PCR with ITS1F/ITS4	96	\$ _____ / Sample	E
1.3	Bacteria with up to 16 MIDs PCR with 16S primers 968F/1401R	96	\$ _____ / Sample	F
1.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____ / Sample	G
1.5	Sample Normalization	288	\$ _____ / Sample	H
SEQUENCING				
1.6	Library Quality Control	12	\$ _____ / 1/8 run of a plate	I
1.7	454 Titanium 1/8 sequencing run	12	\$ _____ / 1/8 run of a plate	J

2 - ILLUMINA MISEQ 600 TECHNOLOGY (paired-ends 300 bp runs)				
SAMPLE PREPARATION (as specified below for each microbial group):				
2.1	Arbuscular Mycorrhizal Fungi (AMF) with 384 libraries pooled Nested PCR with NS1/NS4 followed by AMV4.5NF/AMDGR	96	\$ _____ / Sample	K
2.2	Non-AMF Fungi with 384 libraries pooled PCR with ITS1F-illu/58A2R-illu	96	\$ _____ / Sample	L
2.3	Bacteria with 96 libraries pooled PCR with 16S-Illu F/R	96	\$ _____ / Sample	M
2.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____ / Sample	N
2.5	Sample Normalization	288	\$ _____ / Sample	O

SEQUENCING				
2.6	Library Quality Control	3	\$ _____ / 1 plate	P
2.7	MiSeq 600 - paired-ends 300 bp sequencing run (384 libraries pooled)	2	\$ _____ / 1 plate	Q
2.8	MiSeq 600 – paired-ends 300 bp sequencing run (96 libraries pooled)	1	\$ _____ / 1 plate	R

3 - ILLUMINA HISEQ 2500 TECHNOLOGY

SAMPLE PREPARATION (as specified below for each):

3.1	TruSeq gDNA Library	24	\$ _____ / Sample	S
3.2	High Throughput QC for MPS sequencing Library	24	\$ _____ / Sample	T

SEQUENCING

3.3	HiSeq 2500 Rapid – paired-ends 150bp sequencing flow (2 lanes)	3	\$ _____ / sequencing flow cells	U
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4 - DISPOSAL FEE'S (if applicable) Bidders must enter a value here. If no charge for these than enter \$0.00.	\$ _____ / Sample	V
T2 (Total 2 for Option Year #1 of Contract) = (D...V)		T2

T3) YEAR #3 – OPTION YEAR #2

Item	Description	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (A x B) = (C)
1 - ROCHE 454 FLX+ TECHNOLOGY				
SAMPLE PREPARATION (as specified below for each microbial group):				
1.1	Arbuscular Mycorrhizal Fungi (AMF) with up to 32 MIDs Nested with 1 st PCR using NS1/NS4; 2 nd PCR with AML1/AML2	96	\$ _____ / Sample	D
1.2	Non-AMF Fungi with up to 32 MIDs PCR with ITS1F/ITS4	96	\$ _____ / Sample	E
1.3	Bacteria with up to 16 MIDs PCR with 16S primers 968F/1401R	96	\$ _____ / Sample	F

1.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____ / Sample	G
1.5	Sample Normalization	288	\$ _____ / Sample	H
SEQUENCING				
1.6	Library Quality Control	12	\$ _____ / 1/8 run of a plate	I
1.7	454 Titanium 1/8 sequencing run	12	\$ _____ / 1/8 run of a plate	J

2 - ILLUMINA MISEQ 600 TECHNOLOGY (paired-ends 300 bp runs)				
SAMPLE PREPARATION (as specified below for each microbial group):				
2.1	Arbuscular Mycorrhizal Fungi (AMF) with 384 libraries pooled Nested PCR with NS1/NS4 followed by AMV4.5NF/AMDGR	96	\$ _____ / Sample	K
2.2	Non-AMF Fungi with 384 libraries pooled PCR with ITS1F-illu/58A2R-illu	96	\$ _____ / Sample	L
2.3	Bacteria with 96 libraries pooled PCR with 16S-Illu F/R	96	\$ _____ / Sample	M
2.4	Amplicon Barcoding (for all microbial groups)	288	\$ _____ / Sample	N
2.5	Sample Normalization	288	\$ _____ / Sample	O
SEQUENCING				
2.6	Library Quality Control	3	\$ _____ / 1 plate	P
2.7	MiSeq 600 - paired-ends 300 bp sequencing run (384 libraries pooled)	2	\$ _____ / 1 plate	Q
2.8	MiSeq 600 – paired-ends 300 bp sequencing run (96 libraries pooled)	1	\$ _____ / 1 plate	R

3 - ILLUMINA HISEQ 2500 TECHNOLOGY				
SAMPLE PREPARATION (as specified below for each):				
3.1	TruSeq gDNA Library	24	\$ _____ / Sample	S
3.2	High Throughput QC for MPS sequencing Library	24	\$ _____ / Sample	T

SEQUENCING				
3.3	HiSeq 2500 Rapid – paired-ends 150bp sequencing flow (2 lanes)	3	\$ _____ / sequencing flow cells	U

4 - DISPOSAL FEE'S (if applicable) Bidders must enter a value here. If no charge for these than enter \$0.00.		\$ _____ / Sample	V
T3 (Total 3 for Option Year #2 of Contract) = (D...V)			T3

Total Cost for Initial Contract Period _____
 Total Cost for Option Year 1 of Contract + _____
 Total Cost for Option Year 2 of Contract + _____
 TOTAL BID COST for all Contract Periods = _____

<p>Supplier to indicate:</p> <p>Vendor / Firm Name: _____</p> <p>Signature: _____ Date : _____</p>

CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

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

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

_____, _____
 Print Name Title

_____, _____
 Signature Date

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of the Bidding company 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.

 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".

Signature

Date

D) VALIDITY OF BID

It is requested that bid submissions submitted in response to this Request for Quotation be:

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

Signature

Date

Contact name: _____

Telephone number: _____

Fax number: _____

Email address: _____

GST # / Business #: _____

E) 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.

Signature

Date

F) JOINT VENTURES

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

1. The Bidder represents that the bidding entity (**mark applicable choice**)
_____ is a joint venture in accordance with the definition in paragraph 3.
_____ is not 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 (**if applicable, 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.

Signature

Date

G) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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

Signature

Date

H) SUBCONTRACTING

The work under any resulting Contract shall not be subcontracted to another lab or institution for these services.

We, the Bidding Company, will complete the services in its entirety and shall not subcontract with any other individual or organization for any work, without the consent of the Minister of Agriculture.

Signature

Date