

To conduct pesticide efficacy and tolerance trials, residue trials and screening trials in accordance with the Organization for Economic Co-operation and Development (OECD)'s Good Laboratory Practices (GLP)

Solicitation/Request for Proposal: 01B68-15-0189

Agriculture and Agri-Food Canada

January 15, 2016

Contracting Authority:

**Parker Kennedy
Senior Contracting Advisor
Agriculture and Agri-Food Canada
Professional Services Contracting Unit
1341 Baseline Road Tower 5, Floor 2, Room 334
Ottawa, Ontario K1A 0C5**

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

AAFC is requesting proposals for the conduct of field trials at various locations in North America to generate efficacy and crop tolerance data and crop samples for the laboratory analysis of pesticide residues and to screen pesticides for the control of pests and diseases for which effective control is unknown. The data generated by these trials will be used in regulatory submissions to the Pest Management Regulatory Agency (PMRA) for new minor uses of pesticides. The residue trials must be conducted in accordance with OECD Good Laboratory Practice (GLP) standards or U.S.A. Environmental Protection Agency (EPA) GLP and GLP study plans. Field trials for efficacy and crop tolerance must meet the appropriate policies and data requirements of the Pest Management Regulatory Agency (PMRA), particularly DIR2003-04, Efficacy Guidelines for Plant Protection Products (available at: <http://www.pmr-arla.gc.ca/english/pubs/dir-e.html>).

The requested work covers a number of different crops, pests and pesticides in different crop growing zones across North America.

Proponents will choose which trials they wish to bid on. This will result in more than one contract being awarded. Due to the competitive nature of this RFP, potential Proponents may be successful in only a portion of the trials bid.

GST /HST (if applicable) can only be collected if your company has a GST/HST registration number. For further information please contact Canada Revenue Agency at: <http://www.ccra-adrc.gc.ca/sitemap-e.html#tax>.

The failure by US companies to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a US company's bid made in any currency other than Canadian.

2.0 SECURITY REQUIREMENTS

There are no security requirements.

3.0 INTERPRETATION

In the RFP,

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in

Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

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

PART 1: PROPONENT INSTRUCTIONS, INFORMATION AND CONDITIONS**1.0 CONTRACTUAL CAPACITY**

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **ten (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Proponents, the Contracting Authority will provide, simultaneously to all Proponents 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 proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual Proponent prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Proponents shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

6.1 In Canada's experience, Proponents 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 Proponent has recently provided and invoiced another customer (with whom the Proponent 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 Proponent may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Proponent 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 Proponent 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 Proponent 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 Proponent 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 Proponent'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 Proponent does not demonstrate the Proponent's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

The Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in **Ontario**.

In their bid submission, Proponents 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 or territory specified and inserting the Canadian province or territory of their choice. If no change is made, it is deemed that the applicable law specified above is acceptable to the Proponent.

2.0 ELECTRONIC SUBMISSIONS AND SUBMISSION OF PROPOSAL

Notice: Proposals submitted by Facsimile or other electronic means will not be accepted. Refer to the exception listed in Part 2, section 3.1 (below) for further instruction.

Due to the nature of this RFP, electronic transmission of proposals 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.

The proposal MUST be delivered to and received by the Contracting Authority no later than 12:00 PM (local time) Friday February 29, 2016 at the following location:

**Agriculture and Agri-Food Canada
Professional Services Contracting Unit
1341 Baseline Road, Tower 5, Floor 2, Room 334
Ottawa, Ontario K1A 0C5
Attention: Parker Kennedy**

The onus for submitting proposals on time at the specified location rests with the Proponent. It is the Proponent's responsibility to ensure correct delivery of their proposal to the person named above. The Proponent must also ensure that its name, return address, solicitation number **01B68-15-0189** and closing date appear legibly on the outside of the envelopes containing the technical and price Proposals.

The Proponents 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 Proposals between 8:00 a.m. and 3:00 p.m. Monday through Friday except on Government holidays, and weekends. Failure to do so may result in late receipt of a Proposal.

Proposals submitted in response to this RFP will not be returned.

Each proposal should include the supplier's legal entity name, name of the authorized official and if different, the name of the company contact, and their address, telephone number, facsimile number, email address and Request for Proposal No. **01B68-15-0189**.

It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent's disadvantage.

The proposal must be properly completed and signed by the Proponent or by an authorized representative of the Proponent. The Proponent's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the Proponent's proposal will be applicable to the resulting contract notwithstanding the fact that the Proponent's proposal may become part of the resulting contract.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal **must** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Part A	Technical Proposal (with no reference to price)	1 original hardcopy and 3 hardcopies. Electronic copy on USB key of Application Forms (Appendix D, Attachments 1 - 3) as well. Residue, Efficacy/Crop Tolerance and Screening trials should be submitted in separate sections.
Part B	Financial Proposal. Use the Financial Proposal Form (Appendix D, Attachment 4)	1 original hardcopy and 1 hardcopy. Electronic copy on USB key of Financial proposal form (Appendix D, Attachment 4) as well.
Part C	Certifications	1 original hard copy and 1 hard copy

Part A - Technical Proposal and list of proposed trials (with no reference to price) and completed templates for each (Appendix D, Attachments 1, 2, and 3) trial bid.

Part B - Financial Proposal. Bidders must fill the financial proposal template (See Appendix D, Attachment 4) for each trial for which a bid is being submitted.

Part C - Certifications

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

3.3 Each copy of the proposal is to include the Proponent's legal entity name, the name of the

Proponent's contact, address, telephone number, facsimile number, email address and the RFP Number **01B68-15-0189**.

- 3.4 It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.
- 3.5 It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent's disadvantage.
- 3.6 The proposal must be properly completed and signed by the Proponent or by an authorized representative of the Proponent. The Proponent's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the Proponent's proposal will be applicable to the resulting contract notwithstanding the fact that the Proponent's proposal may become part of the resulting contract.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Part A)

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

A list of all field trials for which bids will be made must be included with the technical proposal. DO NOT provide financial information with this list.

Proponents must submit proposals for residue, efficacy/crop tolerance trials and screening trials as separate sections. The application forms for efficacy and crop tolerance, and residue, and screening trials must be filled in for each respective trial for which a bid is being made (Appendix D, Attachments 1, 2, and 3 respectively).

The technical proposal may be organized as follows:

1. General proposal information

- Company background, general information
- Personnel, copy of CV for each employee identified in the proposal
- List of trials for which a bid is being made (no financial information)
- Certifications as required in Appendix E

Note: If a bidder is submitting a bid for trials under different sections, the above information may be submitted only once.

2. Residue Trial Bids

- Completed Residue Trial Application Form (Appendix D, Attachment 2) for each trial
- GLP certifications (SCC certification or US equivalent, floor plans, list of SOPs)
- Identification of QA services
- Specific trial information

3. Efficacy/Crop Tolerance Trial Bids

- Completed Efficacy Trial Application Form (Appendix D, Attachment 1) for each trial

4. Screening Trial Proposals

- Completed Screening Proposal Application Form (Appendix D, Attachment

3) for each screening project proposal submitted.

4.2 Security Requirements

Not applicable

5.0 PREPARATION OF FINANCIAL PROPOSAL (Part B)

In the Financial proposal, the proponent shall include a cost summary of the services requested in accordance with **Appendix “B”, Appendix “C” and Appendix “D”**.

The financial proposal must include costs for all trials. The financial proposal template (Appendix D, Attachment 4) must be filled in listing all trials for which a bid has been submitted.

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

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate.

The failure by a company to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any other currency than Canadian.

The costs of shipping crop samples for residue analysis to designed laboratories shall be the responsibility of the contractor. AAFC will reimburse the contractor based on original receipts submitted to AAFC for the actual cost of shipping. This information will be included in the contract(s) for the successful bidders and does not need to be included as part of the financial proposal.

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

6.0 CERTIFICATION REQUIREMENTS

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

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

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of **Work (Appendix B)**.

Proposals for residue and efficacy/crop tolerance and screening trials will be evaluated separately and therefore, proposals should clearly identify that all requirements are met for each type of trial.

- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.

- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:

- a) seek clarification or verification from Proponents regarding any or all information provided by them with respect to the bid solicitation;
- b) contact any or all references supplied by Proponents to verify and validate any information submitted by them;
- c) request, before award of any contract, specific information with respect to Proponents' legal status;
- d) verify any information provided by Proponents through independent research, use of any government resources or by contacting third parties;
- e) interview, at the sole costs of Proponents, any Proponent and/or any or all of the resources proposed by Proponents to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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

PART 3: RESULTING CONTRACT CLAUSES

Upon a Contract being awarded pursuant to RFP # **01B68-15-0189**, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

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

3.0 SECURITY REQUIREMENT

There is no security associated with the work

4.0 CONTRACT PERIOD

4.1 The Contract shall be from date of contract signing to March 31, 2017 with the possibility of an extension at the discretion of the Project Authority.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Name: Parker Kennedy
Title: Senior Contracting Advisor
Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
1285 Baseline Road, T5-2, Room 334
Ottawa, ON K1A 0C5
Tel.: 613-773-0937
Fax: 613-773-0966
E-mail: parker.kennedy@agr.gc.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

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

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

8.0 PRIORITY OF DOCUMENTS

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number **01B68-15-0189**
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP 01B68-14-0223
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any

replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

Not applicable

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

For terminated trials contractors will be paid for the work conducted up to the time of termination and as per the schedule of payment described in Section 11.0. Payment of terminated trials will be calculated based on the work conducted up to the time of termination and should not exceed the percentage of payment as guided by the schedule of payment below (Section 11.0). For example, trials terminated after trial set up but prior to application/pest assessment, the approved payment will be based on the cost established in the financial proposal for the items completed.

Firm Lot Price:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra

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

14.0 METHOD OF PAYMENT

- 14.1 Payment will be made **in accordance with the payment schedule listed below** and guided by the Financial Proposal, upon submission an invoice and documentation as specified in Article 15.0, in accordance with the terms in this agreement and acceptance by the Departmental Representative.

Contractors must use the study plans provided by AAFC. Any modification in the work plan must receive approval by AAFC's personnel responsible for the trial. Failure to follow the study plan submitted or receive approval of modification may result in the cancellation of the trial. AAFC will not pay contractors that have not followed the study plan provided.

The schedule of payment will be guided by the financial proposal (Appendix D, Attachment 4), the value of each invoice must reflect the amount in the financial proposal for the items in the schedule of payment (first, second, and third invoices)

FOR RESIDUE TRIALS:

First invoice: Cost of trial set up as per financial proposal upon submission of the following deliverables:

1. Tracking Form including the exact location of the trial and pictures of the trial.
2. A copy of the facility master schedule, identifying workload of the Principal Investigators involved in AAFC residue trials. Confidential information may be blacked out.
3. The critical event QA audit schedule detailing the selected phase for each trial at each test site.

Second invoice: Cost of pesticide application upon submission of the following deliverables:

1. Tracking Form with pictures of the trials show overall trial view .
2. Copies of the SOPs relevant to residue field studies. For returning contractors, only updated SOPs are required.

Third invoice: Cost of final report upon submission of the following deliverables:

1. Shipment of samples to analytical laboratory or processing facility as indicated in the study plan amendment.
2. Submission of the completed RDFN and electronic RDFN summary.
3. Submission of the signed QA audit of the RDFN and **electronic RDFN summary**, including Principal Investigator responses.
4. Other costs as described and detailed in Attachment No. 4 of Schedule D.

Shipping expenses for residue samples should be submitted on a separate invoice per contract (\$ CAD) with original receipts attached.

FOR EFFICACY TRIALS:

First invoice: Cost of trial set up as per financial proposal upon submission of the following deliverables:

1. Status report (template will to be provided after contract is awarded) describing the trial setup including the exact location and pictures of the trial.

Second invoice: Cost of pesticide application (s) and ratings of pest damage upon submission of the following deliverables:

1. Results of pest ratings before and after pesticide application (s).
2. Trial Status reports submitted after pest assessments or at least on a monthly basis up to the time of invoice submission.
3. Pictures of the trials clearly showing an overall view of the trial, the pest and pest damage.

Third invoice: Cost of final report upon submission of the following deliverables:

1. Submission of all trial-related raw data.
2. Submission of final efficacy report.
3. Other costs as described and detailed in Attachment No. 4 of Schedule D.

FOR SCREENING TRIALS:**First invoice: Cost of trial set up as per financial proposal upon submission of the following deliverables:**

1. Status Report (template will to be provided after contract is awarded), describing the trial setup including the exact location and pictures of the trial.

Second invoice: Cost of pesticide application and ratings of pest damage upon submission of the following deliverables:

1. Results of pest ratings before and after pesticide application (s).
2. Trial Status reports submitted after pest assessments or at least on a monthly basis up to the time of invoice submission.
3. Pictures of the trials clearly showing an overall view of the trial, the pest and pest damage.

Third invoice: Cost of final report upon submission of the following deliverables:

1. Submission of all trial-related raw data.
2. Submission of final report.
3. Other costs as described and detailed in Attachment No. 4 of Schedule D.

PENALTY:

Delays in the delivery of the RDFN and/or final efficacy report and raw data must be justified and agreed by the Study Director / Project Coordinator. If justification is not provided a 10% decrease on the remaining contract balance will be applied for each month delay. It is recommended to submit a separate invoice for each terminated trial.

TRIAL TERMINATION AND INVOICING OF TERMINATED TRIALS:

If a trial is terminated due to events such as lack of pest pressure, crop failure, weather events, failure to follow the study plans, and/or at the request of AAFC's personnel responsible for the trial, payment will be made up to the point when the trial work stopped (not to exceed the payment schedule in this section and detailed in the financial proposal) by the basis of payment described above.

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 show the trial number and the phase of the work completed in accordance to the financial proposal submitted by the Proponent.**

An individual invoice must be submitted for each AAFC contract. Invoices must be submitted as per the schedule in Section 14.0. Payment schedule has been established to allow for assessment of trial progress and viability. It is in the interest of contractors to follow the invoice schedule in Section 14.0 as a late submission of deliverables and associated assessment may result in a decision that trial should have been terminated well before invoice and deliverables were submitted to AAFC. In these situations, AAFC will pay up to point where trial should have been terminated as per the financial proposal. All extra work will be the responsibility of contractor.

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

16.0 MANDATORY CERTIFICATIONS

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

17.0 NON-PERMANENT RESIDENT (the irrelevant clause will be deleted at contract award)

17.1 (CANADIAN CONTRACTOR)

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

17.1 (FOREIGN CONTRACTOR)

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

18.0 INSURANCE REQUIREMENTS

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

19.0 **DELETED** (Not applicable)

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

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

ANNEXE A

CONDITIONS GÉNÉRALES

CG1. DÉFINITIONS

- 1.1 Dans le présent marché d'acquisition :
- 1.1 « Canada », « Couronne », « Sa Majesté » ou « gouvernement » signifient Sa Majesté la Reine du chef du Canada;
- « entrepreneur » signifie la personne, l'entité ou les entités nommées dans le marché d'acquisition pour la fourniture de biens ou la prestation de services ou les deux au Canada;
- 1.2 « Ministre » signifie le ministre d'Agriculture et Agroalimentaire Canada ou toute personne autorisée;
- 1.3 « partie » signifie le Canada, l'entrepreneur ou tout autre signataire du marché d'acquisition; « parties » signifie l'ensemble d'entre eux;
- 1.4 « Taxes applicables » signifie la taxe sur les produits et services (TPS), la taxe de vente harmonisée (TVH) et toute taxe provinciale payable par le Canada selon la loi, tel que la taxe de vente du Québec (TVQ) à compter du 1er avril 2013;
- 1.5 « travaux » signifie, à moins d'indication contraire, tout ce que l'entrepreneur doit faire, fournir ou livrer pour remplir ses obligations en vertu du marché d'acquisition.

CG2. Pouvoirs du Canada

Tous les droits, recours et pouvoirs discrétionnaires accordés ou acquis par le Canada en vertu du marché d'acquisition ou de la loi sont cumulatifs et non exclusifs.

CG3. Conditions générales

L'entrepreneur est retenu à titre d'entrepreneur indépendant engagé par le Canada pour exécuter les travaux. Rien dans le contrat n'a pour objet de créer un partenariat, une coentreprise ou mandat entre le Canada et l'autre ou les autres parties. L'entrepreneur ne doit se présenter à quiconque comme un agent ou un représentant du Canada. Ni l'entrepreneur ni ses employés ne constituent des employés, des préposés ou des mandataires du Canada. L'entrepreneur doit effectuer toutes les déductions et tous les versements exigés par la loi relativement à ses employés.

CG4. Exécution des travaux

- 4.1 L'entrepreneur déclare et atteste ce qui suit :
- a) il a la compétence pour exécuter les travaux;
- b) il a les qualifications nécessaires, y compris les connaissances, les compétences et l'expérience, et la capacité de les utiliser efficacement pour exécuter les travaux;
- c) il a le personnel et les ressources nécessaires pour exécuter les travaux.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

- (a) carry out the Work in a diligent and efficient manner;
- (b) apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Statement of Work; and
 - (3) meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of 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

4.2 Sauf pour les biens du gouvernement nommément prévus au marché d'acquisition, l'entrepreneur fournit tout ce qui est nécessaire à l'exécution des travaux, y compris les ressources, les installations, la main-d'œuvre et la supervision, la gestion, les services, le matériel, les matériaux, les dessins, les données techniques, l'assistance technique, les services d'ingénierie, les procédures d'inspection et d'assurance de la qualité, et la planification nécessaire à l'exécution des travaux.

4.3 L'entrepreneur doit :

- a) exécuter les travaux de manière diligente et efficace;
- b) au minimum, appliquer les tests d'assurance de la qualité, les inspections et les contrôles compatibles avec ceux qui sont généralement utilisés dans l'industrie et dont l'objet est de donner l'assurance raisonnable du degré de qualité exigé en vertu du marché d'acquisition;
- c) veiller à ce que les travaux :
 - (1) soient de bonne qualité et soient exécutés avec des matériaux et une main d'œuvre de qualité;
 - (2) soient en tous points conformes à l'énoncé de travail;
 - (3) répondent à toutes les autres exigences du marché d'acquisition.

4.4 Nonobstant l'acceptation des travaux ou d'une partie des travaux, l'entrepreneur garantit que la qualité des travaux démontrera clairement qu'il les a exécutés conformément à l'engagement prévu au paragraphe 4.3.

CG5. Inspection et acceptation

5.1 Les travaux seront soumis à l'inspection du Canada. Le Canada a le droit de rejeter toute partie des travaux, qu'il s'agisse d'un rapport, d'un document, d'un bien ou d'un service qui, tel qu'il est soumis, n'est pas conforme aux exigences du marché d'acquisition ou n'est pas à la satisfaction du Canada, ou d'en exiger la modification aux frais de l'entrepreneur, avant d'effectuer un paiement.

5.2 L'entrepreneur est en défaut d'exécution du marché d'acquisition si les travaux sont rejetés par le Canada ou s'il ne les modifie pas dans un délai raisonnable.

CG6. Modifications et renoncations

6.1 Les modifications apportées à la conception, aux travaux ou au marché d'acquisition ne lient les parties que si elles sont intégrées au marché d'acquisition au moyen d'un document écrit à cet effet ou d'une modification technique portant la signature des représentants autorisés du Canada et de l'entrepreneur.

6.2 Bien que l'entrepreneur puisse discuter avec les représentants du Canada de modifications éventuelles à l'étendue des travaux, le Canada n'assume le coût de ces modifications que lorsqu'elles sont intégrées au marché d'acquisition conformément au paragraphe 6.1.

6.3 Une renonciation n'est valable, ne lie les parties et ne modifie leurs droits que si elle est faite par écrit par l'autorité contractante, dans le cas d'une renonciation du Canada, et par le représentant autorisé de l'entrepreneur, dans le cas d'une renonciation de l'entrepreneur.

6.4 La renonciation par une partie à exercer un recours pour inexécution

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.

de toute condition du marché d'acquisition n'empêche pas cette partie d'exiger l'exécution de cette condition lors d'une inexécution subséquente, et n'est pas réputée être une renonciation à exercer en recours pour une inexécution subséquente, ni interprétée comme telle.

GC7. Time of the Essence

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

CG7. Délais de rigueur

Il est essentiel que les travaux soient exécutés dans le délai ou au moment fixé dans le marché d'acquisition.

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.

CG8. Retard excusable

8.1 Tout retard de l'entrepreneur à s'acquitter de ses obligations en vertu du marché d'acquisition, qui survient en l'absence de toute faute ou négligence de la part de l'entrepreneur, de ses sous-traitants, de ses mandataires ou de ses employés, ou qui est causé par un événement indépendant de la volonté de l'entrepreneur, et que l'entrepreneur n'aurait pu empêcher sans assumer des frais exorbitants en recourant, par exemple, à des plans de redressement, incluant d'autres sources, ou à d'autres moyens, constitue un retard excusable.

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.

8.2 L'entrepreneur doit informer le ministre dès que se produit un fait qui entraîne un retard excusable. Il doit préciser, dans son avis, la cause et les circonstances du retard et mentionner la partie du travail qui est touchée. À la demande du ministre, l'entrepreneur fournit une description, sous une forme jugée acceptable par le ministre, des plans de redressement, dans lesquels il mentionne d'autres sources et d'autres moyens qu'il pourrait utiliser pour rattraper le retard et s'efforcer d'en prévenir d'autres. Dès la réception de l'approbation écrite des plans de redressement par le ministre, l'entrepreneur doit mettre ces plans de redressement à exécution et prendre tous les moyens raisonnables pour rattraper le retard excusable.

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.

8.3 Si l'entrepreneur ne respecte pas les conditions du marché d'acquisition ayant trait à cet avis, tout retard qui pourrait être excusable n'est pas considéré comme tel.

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.

8.4 Après trente (30) jours ou plus de retard excusable, le Canada peut, par avis écrit à l'entrepreneur, résilier le marché d'acquisition. En l'occurrence, les parties conviennent de renoncer à toute réclamation pour dommages, coûts, profits anticipés ou autres pertes découlant de la résiliation ou de l'événement qui a contribué au retard excusable. L'entrepreneur convient de rembourser immédiatement au Canada la portion de toute avance non liquidée à la date de la résiliation.

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.

8.5 Sauf si le retard excusable est dû au manquement du Canada de s'acquitter d'une obligation en vertu du marché d'acquisition, le Canada n'est pas responsable des coûts additionnels encourus par l'entrepreneur ou l'un de ses sous-traitants ou mandataires par la suite d'un retard excusable.

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:

8.6 Si le marché d'acquisition est résilié en vertu du présent article, le Canada peut exiger que l'entrepreneur lui livre, selon les modalités et dans la mesure prescrites par le Canada, toutes les parties achevées des travaux qui n'ont pas été livrées ni acceptées avant la résiliation, de même que tout ce que l'entrepreneur a acquis ou produit expressément pour l'exécution du marché d'acquisition. Le Canada paie alors à l'entrepreneur :

(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 fulfilment 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

a) la valeur, calculée en fonction du prix contractuel, y compris la quote-part du profit ou des honoraires de l'entrepreneur inclus dans le prix contractuel, de toutes les parties des travaux terminées qui sont livrées et acceptées par le Canada;

b) le coût de l'entrepreneur que le Canada juge raisonnable en ce qui concerne toute autre chose livrée au Canada et acceptée par le Canada.

8.7 Le montant total versé par le Canada en vertu du marché d'acquisition jusqu'à sa résiliation et tous les montants payables en vertu du présent paragraphe ne doivent pas dépasser le prix contractuel.

CG9. Résiliation pour raisons de commodité

9.1 Nonobstant toute autre disposition du marché d'acquisition, le ministre peut, en donnant un avis à l'entrepreneur, résilier ou suspendre le marché d'acquisition sans délai relativement à la totalité ou à toute partie des travaux non terminée.

9.2 Les travaux terminés par l'entrepreneur à la satisfaction du Canada avant l'envoi d'un tel avis sont payés par le Canada conformément aux dispositions du marché d'acquisition; pour les travaux non terminés au moment de la signification de cet avis, le Canada paie à l'entrepreneur les coûts, déterminés de la façon précisée dans le marché d'acquisition, au montant représentant une indemnité juste et raisonnable relativement à ces travaux.

9.3 En plus du montant qui lui est payé en vertu de l'article CG9.2, l'entrepreneur a droit au remboursement des frais liés à la résiliation, consécutivement à cet avis, des engagements qu'il a pris et des frais connexes, ainsi que des engagements qu'il a pris ou des obligations qui lui incombent relativement aux travaux.

9.4 L'entrepreneur ne peut réclamer de dommages-intérêts, d'indemnité, de perte de profits ou d'autre compensation pour aucune raison se rapportant directement ou indirectement à une mesure prise par le Canada ou à un avis donné par lui en vertu des dispositions de l'article CG9, sauf de la façon et dans la mesure qui y sont expressément indiquées.

9.5 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG9.1, le Canada peut exiger que l'entrepreneur lui remette, de la façon et dans la mesure qu'il précise, tout travail complété qui n'a pas été livré avant l'arrêt des travaux ainsi que les matériaux, les biens ou les travaux en cours que l'entrepreneur a acquis ou produits expressément pour l'exécution du marché d'acquisition.

CG10. Résiliation pour manquement de la part de l'entrepreneur

10.1 Le Canada peut, par avis à l'entrepreneur, résilier le marché d'acquisition, en tout ou en partie :

- a) si l'entrepreneur ne s'acquitte pas de toutes ses obligations en vertu du marché d'acquisition ou, de l'avis du Canada, ne fait pas avancer les travaux, au point de compromettre l'exécution du marché d'acquisition conformément à ses conditions;
- b) dans la mesure permise par la loi, si l'entrepreneur fait faillite ou devient insolvable, fait l'objet d'une ordonnance de séquestre, fait cession de ses biens au profit de ses créanciers, fait l'objet d'une ordonnance ou d'une résolution de liquidation, ou se prévaut de quelque loi concernant les débiteurs faillis ou

relating to bankrupt or insolvent debtors; or

insolvables; ou

- 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.

- c) si l'entrepreneur fournit une fausse déclaration en contravention des article GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou 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.

10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.

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.

10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.

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.

10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

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.

CG11. Suspension des travaux

11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des travaux prévus au marché d'acquisition. L'entrepreneur doit se conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

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.

CG12. Prolongation du marché d'acquisition

12.1 Si, de l'avis du ministre, des travaux additionnels de même nature que les travaux décrits dans le marché d'acquisition sont nécessaires, l'entrepreneur effectue les travaux et, au besoin, la durée du marché d'acquisition est prolongée en conséquence, et les parties confirment cette prolongation par écrit.

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.

12.2 Le paiement des travaux décrits au paragraphe 1 est calculé et effectué selon la formule exposée à l'article CG12 et, au besoin, est établi au prorata.

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.

12.3 Si le ministre décide de payer à l'entrepreneur des dépenses relatives aux travaux exposés à l'article CG12.1, les parties confirment par écrit la nature des dépenses et leur montant.

TERMS OF PAYMENT

MODALITÉS DE PAIEMENT

GC13. Method of Payment

CG13. Mode de paiement

13.1 Payment in the case of progress payments:

13.1 Dans le cas de paiements progressifs :

- 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

- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date de réception d'une demande de paiement progressif dûment remplie, selon les conditions du marché d'acquisition; et

- 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.

- b) si le ministre soulève une objection relativement à la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de sa réception, aviser par écrit l'entrepreneur de la nature de l'objection.

13.2 Payment in the case of payment on completion:

13.2 Dans le cas d'un paiement à l'achèvement:

- 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.

- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date d'achèvement des travaux ou de la réception d'une demande de paiement et des pièces justificatives aux termes du marché d'acquisition, selon la plus tardive des deux dates;

- b) si le ministre soulève une objection relativement à la présentation de la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de leur réception, aviser par écrit l'entrepreneur de la nature de l'objection.

GC14. Basis of Payment

CG14. Base de paiement

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.

14.1 Une demande de paiement sous forme de relevé détaillé certifié par l'entrepreneur quant à l'exactitude de son contenu doit être soumise au ministre.

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.

14.2 Les frais de déplacement et autres dépenses qui sont prévus au marché d'acquisition sont payés en conformité avec les lignes directrices et les directives du Conseil du Trésor, l'exactitude de la demande de remboursement ayant été au préalable certifiée par l'entrepreneur.

GC15. Interest on Overdue Accounts

CG15. Intérêts sur comptes en souffrance

15.1 For the purposes of this clause:

15.1 Aux fins de la présente 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.

- a) « taux moyen » signifie la moyenne arithmétique simple du taux d'escompte en vigueur chaque jour, à 16 h, heure normale de l'Est, pour le mois civil qui précède immédiatement le mois civil au cours duquel le paiement est effectué;
- b) le « taux d'escompte » s'entend du taux d'intérêt fixé de temps à autre par la Banque du Canada, qui représente le taux minimum auquel la Banque du Canada consent des avances à court terme aux membres de l'Association canadienne des paiements;
- c) « date de paiement » signifie la date que porte le titre négociable tiré par le receveur général du Canada et remis aux fins de payer une somme exigible;
- d) « exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;
- e) un montant devient « en souffrance » s'il demeure impayé le premier jour suivant le jour où il est devenu exigible.

- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month 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. The Contractor is not required to provide notice to Canada for interest to be payable.
- 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.
- 15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux d'escompte moyen de la Banque du Canada du mois précédent majoré de 3 % par année, sur toute somme en souffrance à partir du premier jour où la somme est en souffrance jusqu'au jour qui précède la date de paiement. L'entrepreneur n'est pas tenu d'aviser le Canada pour que l'intérêt soit payable.
- 15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.
- 15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.
- CG16. Registres à conserver par l'entrepreneur**
- 16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.
- 16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.
- 16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.
- 16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du présent article et impayé, et le porter en compensation de toute somme que le Canada doit à l'entrepreneur à tout moment (y compris en vertu d'autres marchés d'acquisitions). Si le Canada décide de ne pas exercer ce droit à un moment donné, le Canada ne le perd pas.
- CG17. Présentation des factures**
- 17.1 Les factures doivent être soumises au nom de l'entrepreneur. L'entrepreneur doit présenter une facture pour chaque livraison ou expédition; les factures doivent s'appliquer uniquement au marché d'acquisition. Chaque facture doit indiquer si elle porte sur une

livraison partielle ou finale.

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

17.2 Les factures doivent indiquer :

- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
- b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contracts, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;
- c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
- d) la composition des totaux, s'il y a lieu;
- e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.

17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.

17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

CG18. Droit de compensation

Sans restreindre tout droit de compensation accordé par la loi, le ministre peut porter en compensation tout montant payable à l'entrepreneur en vertu du marché d'acquisition, de tout montant payable au Canada par l'entrepreneur en vertu du marché d'acquisition ou de tout autre marché d'acquisition en cours. Lorsqu'il effectue un paiement en vertu du marché d'acquisition, le Canada peut déduire du montant payable à l'entrepreneur tout montant qui est ainsi payable au Canada par l'entrepreneur et qui, du fait du droit de compensation, peut être retenu par le Canada.

CG19. Cession

19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.

19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada.

GC20. Sous-traitance

20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.

20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle

to a subcontractor.

n'impose aucune responsabilité au Canada envers un sous-traitant.

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

20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis en vertu du marché d'acquisition.

GC21. Indemnification

CG21. Indemnisation

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.

21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.

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.

21.2 L'obligation qui incombe à l'entrepreneur d'indemniser ou de rembourser le Canada en vertu du marché d'acquisition n'empêche pas le Canada d'exercer tout autre droit que lui confère la loi.

GC22. Confidentiality

CG22. Confidentialité

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

L'entrepreneur traite de façon confidentielle, pendant et après l'exécution des travaux, l'information à laquelle il a accès en raison du marché d'acquisition. Il doit faire les meilleurs efforts pour veiller à ce que ses préposés, ses employés, ses mandataires et ses sous-traitants ou ses agents attitrés observent les mêmes normes de confidentialité.

GC23. Indemnification - Copyright

CG23. Indemnisation – Droit d'auteur

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.

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés pour violation réelle ou alléguée d'un droit d'auteur du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de tout ce qui est fourni aux termes du marché d'acquisition.

GC24. Indemnification - Inventions, etc.

CG24. Indemnisation – 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.

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés par suite de l'utilisation protégée par brevet, ou pour violation réelle ou alléguée d'un brevet ou d'un dessin industriel enregistré du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de ce qui est fourni aux termes du marché d'acquisition.

GC25. Ownership of Copyright

CG25. Propriété du droit d'auteur

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:

25.1 Tout ce qui est créé ou conçu par l'entrepreneur aux fins de l'exécution des travaux prévus au marché d'acquisition et qui est protégé par droit d'auteur appartient au Canada. L'entrepreneur appose le symbole du droit d'auteur et indique l'un ou l'autre des avis suivants, selon le cas :

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

or

ou

- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year).
- 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.
- 25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une renonciation écrite et définitive aux droits moraux, sous une forme acceptable pour le ministre, de la part de chaque auteur qui a contribué aux travaux. S'il est lui-même un auteur, l'entrepreneur renonce définitivement à ses droits moraux.
- GC26. Taxes**
- CG26. Taxes**
- 26.1 Municipal Taxes
Municipal Taxes do not apply.
- 26.1 Taxes municipales
Les taxes municipales ne s'appliquent pas.
- 26.2 Federal government departments and agencies are required to pay Applicable Taxes.
- 26.2 Les ministères et organismes fédéraux doivent payer les taxes applicables.
- 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.
- 26.3 Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.
- 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.
- 26.4 L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.
- 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.
- 26.5 Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.
- 26.6 Tax Withholding of 15 Percent
- 26.6 Retenue d'impôt de 15 p. 100
- 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.
- En vertu de la *Loi de l'impôt sur le revenu*, 1985, ch. 1 (5e suppl.) et du Règlement de l'impôt sur le revenu, le Canada doit retenir 15 p. 100 du montant à payer à l'entrepreneur pour les services rendus au Canada si l'entrepreneur est un non-résident, à moins que l'entrepreneur n'obtienne une dérogation valide. Le montant retenu est gardé dans un compte pour l'entrepreneur pour tout impôt à payer exigible par le Canada.
- GC27. International Sanctions**
- CG27. Sanctions internationales**
- 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
- 27.1 Les personnes qui se trouvent au Canada, et les Canadiens qui se trouvent à l'extérieur du Canada, sont liés par les sanctions économiques imposées par le Canada. Par conséquent, le gouvernement du Canada ne peut accepter aucune livraison de biens

persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

ou de services qui proviennent, directement ou indirectement, des personnes ou des pays assujettis à des sanctions économiques.

On trouvera les détails sur les sanctions actuelles à l'adresse :

<http://www.international.gc.ca/sanctions/index.aspx?lang=fra>

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

27.2 L'entrepreneur ne doit pas fournir au gouvernement du Canada de biens ou de services qui sont assujettis à des sanctions économiques.

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.

27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre un pays ou une personne ou de l'ajout d'un bien ou d'un service à la liste des biens ou services visés par les sanctions. Si les parties n'arrivent pas à s'entendre sur un plan de redressement, le marché d'acquisition est résilié pour raisons de commodité conformément à l'article CG9.

GC28. T1204 Government Service Contract Payment

CG28. T1204 Paiements contractuels de services du Gouvernement

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

28.1 Conformément au règlement établi en application de l'alinéa 221 (1)(d) de la *Loi de l'impôt sur le revenu*, les paiements que versent des ministères et organismes à des entrepreneurs en vertu des marchés d'acquisitions de services pertinents (y compris des marchés d'acquisitions comportant une combinaison de biens et de services) doivent être déclarés à l'aide du formulaire « Paiements contractuels de services du gouvernement », T1204. Pour permettre aux ministères et organismes clients de se conformer à cette exigence, les entrepreneurs sont tenus de fournir des renseignements au sujet de leur raison sociale et de leur forme juridique, leur numéro d'entreprise ou leur numéro d'assurance sociale ou les autres renseignements sur le fournisseur, le cas échéant, avec une attestation d'exhaustivité et d'exactitude des renseignements.

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.

CG29. Successeurs et ayants droit

Le marché d'acquisition est au bénéfice des parties au marché d'acquisition ainsi que de leurs héritiers légaux, exécuteurs testamentaires, administrateurs, successeurs et ayants droit, qui sont tous par ailleurs liés par ses dispositions, selon le cas.

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.

CG30. Conflits d'intérêts et Code de valeurs et d'éthique de la fonction publique

L'entrepreneur reconnaît que les personnes qui sont assujetties aux dispositions de la *Loi sur les conflits d'intérêts*, 2006, ch. 9, art. 2, du *Code régissant les conflits d'intérêts des députés*, de tout code de valeurs et d'éthique fédéral applicable ou de toute politique fédérale applicable régissant les conflits d'intérêts et l'après-mandat ne peuvent tirer aucun avantage direct du marché d'acquisition, à moins que les conditions d'octroi et de réception de ces avantages soient conformes aux dispositions des lois et codes susmentionnés.

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.

CG31. Pots-de-vin

L'entrepreneur déclare qu'aucun pot-de-vin, cadeau, bénéfice ou autre avantage n'a été ni ne sera payé, donné, promis ou offert, directement ou indirectement, à un représentant ou à un employé du Canada ni à un membre de sa famille, en vue d'exercer une influence sur l'attribution ou la gestion du marché d'acquisition.

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

CG32. Erreurs

Nonobstant toute disposition contraire du marché d'acquisition, rien n'est à payer à l'entrepreneur pour le coût des travaux qu'il effectue afin de corriger des erreurs ou des omissions dont lui-même, ses préposés, ses mandataires ou ses sous-traitants sont responsables, et que ces erreurs ou omissions seront corrigées aux frais de l'entrepreneur, ou, au choix du Canada, que le marché d'acquisition pourra être résilié, auquel cas l'entrepreneur recevra le seul paiement déterminé en vertu de l'article CG10.

CG33. Exécution

L'omission par le Canada d'exiger que l'entrepreneur se conforme à une disposition quelconque du présent marché d'acquisition ne change rien au droit du Canada par la suite de faire respecter cette disposition et, lorsqu'il renonce à un droit en cas de dérogation à une condition du marché d'acquisition, il n'est pas présumé renoncer à un droit en cas de dérogation subséquente à cette condition ou à une autre.

CG34. Genre

Le singulier ou le masculin employé dans le présent marché d'acquisition comprend le pluriel, le féminin ou les deux, selon le contexte ou la volonté des parties.

CG35. Prorogation

Les obligations des parties concernant la confidentialité, les déclarations et les garanties prévues au marché d'acquisition ainsi que les autres dispositions du marché d'acquisition qu'il est raisonnable de présumer, en raison de la nature des obligations et des droits qui y sont prévus, qu'elles devraient demeurer en vigueur demeurent applicables malgré l'expiration ou la résiliation du marché d'acquisition.

CG36. Dissociabilité

La disposition du marché d'acquisition qui serait déclarée invalide, illégale ou non susceptible d'exécution par un tribunal compétent disparaît du marché d'acquisition, sans affecter aucune autre disposition du marché d'acquisition.

CG37. Honoraires conditionnels

L'entrepreneur atteste qu'il n'a pas versé ni convenu de verser, directement ou indirectement, et convient de ne pas verser, directement ou indirectement, des honoraires conditionnels pour la sollicitation, la négociation ou l'obtention du marché d'acquisition à toute personne autre qu'un employé de l'entrepreneur agissant dans le cadre normal de ses fonctions. Dans le présent article, « honoraires conditionnels » signifie tout paiement ou autre forme de rémunération qui est subordonnée au degré de succès ou calculée en fonction du degré de succès obtenu dans la sollicitation, la négociation ou l'obtention du marché d'acquisition, et « personne » signifie tout particulier qui est tenu de fournir au registraire une déclaration en vertu de l'article 5 de la *Loi sur le lobbying*, 1985, ch. 44 (4^e suppl.).

CG38. Infraction au code criminel

L'entrepreneur déclare qu'il n'a pas été déclaré coupable de l'une des infractions visées aux articles 121, 124 et 418 du Code criminel,

granted, under section 121, 124 or 418 of the Criminal Code.

à l'exception, le cas échéant, des infractions pour lesquelles il a été réhabilité.

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

GC39. Communication Publique

39.1 L'entrepreneur consent à la communication des principaux éléments d'information concernant le marché d'acquisition si la valeur de celui-ci excède 10 000 \$, à l'exception des renseignements visés à l'un des alinéas 20 (1) a) à d) de la *Loi sur l'accès à l'information*.

39.2 L'entrepreneur consent, dans le cas d'un contrat conclu avec un ancien fonctionnaire qui reçoit une pension aux termes de la *Loi sur la pension de la fonction publique* (LFPF), à ce que la qualité d'entrepreneur, pour ce qui est d'être un ancien fonctionnaire qui reçoit une pension, sera déclarée sur les sites Web ministériels dans le cadre des rapports de divulgation proactive décrits à l'article 39.1.

CG40. Avis

Tout avis prévu au marché d'acquisition doit être donné par écrit et peut être livré en main propre, par messenger, par courrier, par télécopieur ou par tout autre moyen électronique qui fournit un support papier du texte de l'avis. Il doit être envoyé à l'adresse de la partie qui en est le destinataire, selon le marché d'acquisition. L'avis prend effet le jour de sa réception à cette adresse. Tout avis destiné au Canada doit être livré au ministre.

CG41. Exactitude

L'entrepreneur affirme que les renseignements qui accompagnent sa soumission sont exacts et complets. L'entrepreneur reconnaît que le ministre s'est fondé sur ces renseignements pour conclure le marché d'acquisition. Ces renseignements peuvent être vérifiés de la manière que le ministre peut raisonnablement exiger.

CG42. Services de règlements des différends

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* proposera, sur demande d'une partie, un processus extrajudiciaire de règlement des différends en vue de régler tout différend entre les parties au sujet de l'interprétation ou de l'application d'une modalité du présent contrat. Les parties peuvent consentir à participer au processus extrajudiciaire de règlement des différends proposé et à en assumer les coûts. On peut communiquer avec le Bureau de l'ombudsman de l'approvisionnement par téléphone au 1-866-734-5169 ou par courriel à boa.opo@boa.opo.gc.ca

CG43. Administration du contrat

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* examinera une plainte déposée par l'entrepreneur concernant l'administration du contrat si les exigences de paragraphe 22.2 (1) *Loi sur le ministère des Travaux publics et des Services gouvernementaux* et les articles 15 et 16 du *Règlements concernant l'ombudsman de l'approvisionnement* ont été respectées, et si l'interprétation et l'application des modalités ainsi que de la portée du contrat ne sont pas contestées. Le Bureau de l'ombudsman de l'approvisionnement peut être joint par téléphone, au 1-866-734-5169 ou par courriel, à l'adresse 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.

CG44. Exhaustivité de l'entente

Le marché d'acquisition constitue l'intégralité de l'entente intervenue entre les parties relativement à l'acquisition dont il fait l'objet et remplace toutes négociations, communications ou autres ententes antérieures, écrites ou verbales, à moins qu'elles ne soient incorporées par renvoi au marché d'acquisition. Seuls les conditions, engagements, affirmations et déclarations concernant l'acquisition visée qui sont contenus dans le marché d'acquisition lient les parties.

APPENDIX B **STATEMENT OF WORK**

1.0 Background

AAFC is requesting proposals for the conduct of field trials at various locations in North America to generate efficacy and crop tolerance data and crop samples for the laboratory analysis of pesticide residues and to screen pesticides for the control of pests and diseases for which effective control is unknown. The data generated by these trials will be used in regulatory submissions to the Pest Management Regulatory Agency (PMRA) for new minor uses of pesticides. The residue trials must be conducted in accordance with OECD Good Laboratory Practice (GLP) standards or U.S.A. Environmental Protection Agency (EPA) GLP and GLP study plans. Field trials for efficacy and crop tolerance must meet the appropriate policies and data requirements of the Pest Management Regulatory Agency (PMRA), particularly DIR2003-04, Efficacy Guidelines for Plant Protection Products (available at: <http://www.pmra-arla.gc.ca/english/pubs/dir-e.html>).

The requested work covers a number of different crops, pests and pesticides in different crop growing zones across North America.

2.0 Objective

The objective is to conduct field trials to meet data requirements for the registration of new minor uses of pesticides. Residue trials must be conducted in accordance with GLP standards and study plans and PMRA policies and directives, raw data field notebooks (RDFN) completed and audited, and harvesting and shipping of crop samples to laboratories as specified in the study plans. Efficacy and crop tolerance to pesticide trials must be conducted in accordance with PMRA policies and directives and AAFC study plans, with reports and raw data submitted electronically and in hard copy.

3.0 Scope of Work

The contractor will be responsible to locate the specified crop and pest combination either on its own site or off-site, apply pesticides to the crop, make required observations and assessments and take yield measurements and crop samples for laboratory analysis. Details for the trial requirements are found in Appendix B (Attachment 1 – list of trials; Attachment 3A and 3B – trial use patterns). Once a contract is awarded, AAFC will provide contractors with detailed study plans and templates for status report and/or tracking form. Any departure from the study plans or any modification must be discussed immediately with the AAFC personnel responsible for the trial. Failure to follow the study plan or making modifications to the study plan without consultation and approval by the AAFC personnel will result in cancellation of the trial at the expense of the contractor. AAFC will not pay for trials that do not follow the study plan supplied.

Please note that trials conducted in commercial greenhouse operations may be subject to research permits from the Pest Management Regulatory Agency. Please contact the Study Director or study lead prior to initiation of any work in a commercial greenhouse.

Residue Trials:

- Projects must follow the study plan provided by AAFC (or by USA Inter-Regional Project 4 (IR-4)) and meet the appropriate policies and data requirements of the PMRA (DIR1998-02, Residue Chemistry Guidelines).
- Contractors will record and advise the study director of all deviations to the GLP study

plan.

- Contractors will provide a copy of the master schedule and monthly reports on the status and condition of the field trials.
- Contractors must communicate effectively with Study Director and QA manager (eg. deviations from the study plan, study progress, identify critical phases, etc.).
- QA personnel must be identified in the proposal for approval by the AAFC QA manager.
- Contractors must provide a Quality Assurance (QA) audit of a critical event for each residue field trial and the completed raw data field notebook (RDFN).
- Contractors must submit to the AAFC QA manager, prior to trial initiation, the critical event QA audit schedule detailing the selected phase for each trial at each test site.
- Contractors must provide the Standard Operating Procedures (SOPs) to the Scientific Authority (for returning contractors, updates to current SOPs if revisions have been made must be provided).
- A soil analysis must be conducted for each trial. For multiple trials at the same test site, one analysis is sufficient, provided the soil type is the same across the test site.
- Record and verify all experimental data accurately.
- Record information and complete RDFN, including QA audit.
- Complete electronic summary of RDFN, including QA audit.
- Provide GLP compliant storage and handling for field samples from residue trials.
- Arrange and ship samples to laboratories in accordance with GLP study plan.
- Ensure all trials are clearly posted and monitored in order to prevent premature harvest of the crop.
- Destruction of the treated crop will be required and follow crop destruct procedures as specified in the study plan.

Efficacy and Crop Tolerance Trials and Screening Trials (including food/feed crops and ornamentals):

- Contact rep grower, grower groups or provincial or federal crop / pest specialists to identify suitable sites to ensure adequate pest pressure for efficacy trails
- Provide documentation of efforts made to ensure adequate pest pressure and successful trial conduct, including pertinent grower organizations and crop/pest specialists contacted.
- Complete and submit workplan (template for workplan will be provided once contract is awarded) for trial activities for approval by the project coordinator prior to initiation of trial work.
- Projects must follow the study plan and meet the appropriate policies and data requirements of the PMRA (DIR2003-04, Efficacy Guidelines for Plant Protection Products, <http://www.pmra-arla.gc.ca/english/pubs/dir-e.html>).
- Provide trial status reports (template will be provided once contract is awarded) on the status and condition of the field trials, including pest pressures, crop condition and identified problems, to be submitted following each assessment or on a monthly basis if no assessments are scheduled.
- Communicate effectively with the Project Coordinator.
- Record and verify all experimental data accurately.
- Ensure all reports accurately reflect data collected.
- Ensure all trials are clearly posted and monitored in order to prevent premature harvest of the crop. Destruction of the treated food/feed crops will be required. Follow crop destruct procedures as specified in the study plan.
- Efficacy and crop tolerance trials may be conducted in zones other than those indicated, provided the crop is typically grown and there is sufficient pest pressure in the proposed zone

Biopesticide and IPM Demonstration Trials

For the biopesticide IPM project, the work will be completed within two years and require multiple treatments with the test product in various combinations with other pest management practices such as rotation with other products, use of forecasting or monitoring systems, resistant cultivars, cultural and mechanical methods, etc, as appropriate for the crop and production system, in developing a viable integrated pest management protocol involving the test biopesticide. Each different treatment combination will require 3-4 replicates. In addition, the developed IPM protocol will need to be assessed against the commercial standard protocol.

For the biopesticide demonstration project, the work must be completed within one year and will demonstrate the integration of the test biopesticide into the crop production system in combination with other typical management practices in the local production system. The demonstration must be conducted in a commercial setting with the biopesticide applied on a plot of at least 1 acre. The biopesticide plot will be compared with crop grown under the typical commercial management protocol, as well as with a plot of crop not treated for the pest. Further, the contractor will be required to set up and conduct a field tour for growers and other relevant stakeholders.

4.0 Communications

The nature of the work under this contract requires frequent communication with the project authority, study leads and study directors. Contractors must submit a workplan for approval by the study lead or study director prior to initiation of trial work. A template for efficacy/crop tolerance trial workplan to be provided after contract is awarded. Residue trials may use the Trial Tracking form provided in the RDFN. The trial tracking form should be submitted to the study director as specified trial events take place.

In the case of efficacy trials, contractors must provide reports on pest pressure (pest ratings) prior to trial initiation and before and after each pesticide application at which time study leads will assess the status of pest pressure. Termination of the trial may occur as a result of the evaluation on status of pest pressure. In the event of lack or low level of pest and failure to communicate with study lead, payment will be made only up to the point where low levels or lack of pest pressure was determined/detected. A template for trial status reporting for efficacy/crop tolerance trials will be provided after contract is awarded. Status reports are to be submitted following each application/pest assessment or at least on a monthly basis, if no application or assessment is scheduled during the month.

5.0 Deliverables & Timelines

Residue Trials:

- Workplan/trial tracking form submitted for approval prior to project initiation.
- Copy of the master schedule.
- Submission of monthly reports/trial tracking forms on the status and condition of the field trials as critical events occur.
- Critical event QA audit schedule detailing the selected phase for each trial at each test site.
- Copies of Standard Operating Procedures (SOPs) or for returning contractors, updates to current SOPs if revisions have been made.
- Completed QA report and principal investigator response for a critical phase of each residue trial.
- Completed RDFN, delivered within 60 days of shipping samples, including a signed QA report which includes principal investigator responses to observations and findings and a

statement indicating that all principal investigator responses have been implemented.

- Completed electronic data summary of RDFN (template provided on CD). The electronic summary is to be verified by QA, a hard copy signed by QA and the PI, and submitted (electronically and hard copy) to the Study Director.
- All raw data relevant to trial will be submitted.
- Samples shipped to the relevant testing facility, as specified by the Study Director in accordance with the GLP study plan. (Shipping costs will be reimbursed by AAFC based on the actual costs incurred. This information will be included separately in the contract(s) for the successful bidders and should not be included in the financial proposal).

Efficacy and Crop Tolerance Trials:

- Workplan submitted for approval prior to project initiation. The workplan should include a general timeline of expected pest pressure and the critical stages indicating when the target pest is likely to occur and proliferate.
- Documentation, identifying the steps taken to ensure the highest probability of adequate pest pressure for efficacy trials, including pertinent grower organizations and crop/pest specialists contacted.
- Monthly reports (status report template will be provided after contract is awarded) on the status and condition of the field trials, including pest pressure, crop general condition and identified problems.
- Copy of final reports and raw data to be submitted to AAFC within 60 days of completing field work (hard copy and electronic format).

Screening Trials:

- Workplan submitted for approval prior to project initiation. The workplan should include a chronology of development of pest pressure and the critical stages indicating whether the target pest is likely to develop.
- Documentation, identifying the steps taken to ensure the highest probability of pest pressure for screening trials, including pertinent grower organizations and crop/pest specialists contacted.
- Monthly reports (Appendix D, Annex 6) on the status and condition of the field trials, including pest pressures, crop condition and identified problems.
- Copy of final reports and raw data to be submitted to AAFC within 60 days of completing field work (hard copy and electronic format).

6.0 General Information

Residue:

The following will be provided by AAFC:

- Raw Data Field Notebooks (electronic copy);
- Study plans (study plans for IR-4 projects will be provided by the IR-4 Study Directors);
- Only study plans provided by AAFC or IR-4 are to be used;
- AAFC will arrange to have the GLP test item supplied;
- Sample bags;
- A reference map for the zones is attached as Appendix B, Attachment 2, but for greater certainty, including details on safe cropping areas, the zones are those identified in the Residue Chemistry Guidelines issued by the PMRA (DIR1998-02).
- Details for shipment of residue samples will be provided by amendment to the study plan, once available.

Contractor responsibilities:

- Contractors are responsible for supplying surfactants, adjuvants or crop oil concentrates when required for the trial.

Efficacy and Crop Tolerance:

- Study plans for food/feed crops and ornamentals will be provided by the AAFC study lead. Only study plans provided by AAFC are to be used. AAFC will arrange to have the test item supplied.

Contractor responsibilities:

- Contractors are responsible for supplying surfactants, adjuvants or crop oil concentrates when required for the trial.

Screening Trials:

- Contractors are responsible for supplying pesticide products, surfactants, adjuvants or crop oil concentrates when required for the trial.

7.0 Contract Duration

It is expected that the crops will be grown, treated and samples harvested between April and October 2016. RDFN's and reports/raw data are required within the time lines specified by AAFC responsible personnel. Contract end dates will be March 31, 2017, to allow for completion of all documentation, reporting and invoicing. Exceptions (e.g., trials requiring two years of field work) will be noted in the contract and dates adjusted accordingly.

8.0 Constraints

The field trials will be subject to the forces of nature throughout the planting, growing and harvesting season, this includes lack of pest pressure (in the case of efficacy trials), crop failure, drought, floods, hail, severe winds, freezing, etc. In the event that it is not possible to obtain the required data and crop samples, the contractor is required to **immediately** notify the study director or the study lead at AAFC. At that time, an alternate course of action may be undertaken. However, if it is not possible to take alternate actions, a trial may have to be abandoned. In such a case, AAFC will pay for those costs and expenses incurred by the proponent up until the time it is decided to abandon the trial as per the financial proposal agreed to in the contract and described in Sections 10, 11 and 12 of the terms and conditions.

9.0 Trial termination

Study leads and/or study directors have the right to terminate a trial at any stage of the trial phase. Conditions leading to the need to terminate a trial include low levels or lack of pest pressure, crop failure, weather events, grazing, etc. In addition, data requirements associated with the trial may no longer be necessary. In such a case, AAFC will pay for those costs and expenses incurred by the proponent up until the time it is decided to abandon the trial as per the financial proposal agreed to in the contract and described in Sections 10, 11 and 12 of the terms and conditions.

Appendix B – Attachment 1: Trials List 2016 (*see attached*)

Appendix B – Attachment 2: Zone Map (*see attached*)

Appendix B – Attachment 3A: Residue Trial Use Patterns (*see attached*)

Appendix B – Attachment 3B: Efficacy and Screening Trial use Patterns (*see attached*)

APPENDIX C
BASIS OF PAYMENT

1.0 General

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

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

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following clause for work performed under the contract;

The Basis of Payment shall be a FIRM ALL INCLUSIVE PRICE PER TRIAL (in Canadian dollars). Progress payments, shall be in accordance with Article 14.0, Part 3 of the terms and conditions, Method of Payment. The following terms shall form part of any resulting Payment Schedule.

All prices and amounts of money in the Contract are exclusive of Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.

Other Direct Expenses – Shipping: *(this section will be deleted at contract award if not applicable)*

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$_____ *(will be provided at time of contract award)*

Travel and Living Expenses - no travel will be reimbursed under this contract

At time of contract award, a table identifying all trials awarded will be included.

APPENDIX D EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

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

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

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proponent's responses to the Request for Proposal.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Proponents must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score will be determined by adding the technical and financial points obtained.

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

Technical Proposal = 90%

Financial Proposal = 10%

Overall Proposal = 100%

$$\frac{\text{Technical Score} \times \text{Ratio (90)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (10)}}{\text{Proponent's Price}} = \text{Combined Score}$$

Example of Method of Selection:

Highest Combined Rating Technical Merit (90%) and Price (10%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 90}{100} = 79.2$	$\frac{*125 \times 10}{200} = 6.0$	= 85.2
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 90}{100} = 73.8$	$\frac{125 \times 10}{130} = 9.62$	= 83.42
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 90}{100} = 68.4$	$\frac{125 \times 10}{125} = 10$	= 78.4
* Represents the lowest priced proposal Proponent 1 is successful with the highest combined rating of 85.2			

The responsive Proposal which receives the highest score of the combined points for the **Technical Proposal** rated requirements (**90%**) and the **Financial Proposal** rated requirements (**10%**) will be considered for contract award in the related trial.

1.5 **To be considered responsive, a proposal must:**

- 1- **Meet all the mandatory requirements specified in section 2.0 below;**
- 2- **Achieve the minimum scores (60%) identified in each criterion.**

- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Proponent acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Proponents shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the **highest technical score** will be considered the successful proposal.

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The Proponent must include the necessary documentation to demonstrate this compliance.

Proponents should indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.

Efficacy and crop tolerance to pesticide trials:

Refer to Appendix D, Attachment #1.

Residue Trials:

Refer to Appendix D, Attachment #2.

Screening Trials:

Refer to Appendix D, Attachment #3.

IPM and Demonstration Projects

Refer to Appendix D, Attachment #5.

1. Residue Trials

<p>M1. Provide documentation to indicate your organization’s capacity and ability to undertake this trial under the requirements of Good Laboratory Practices (GLP).</p> <p>Provide evidence of recognition by the Standards Council of Canada (SCC) to conduct residue studies (field phase).</p> <p>The following information must be attached to the proposal:</p> <ul style="list-style-type: none"> • A copy of SCC recognition of GLP • In place of SCC recognition, proposals will be accepted from contractors operating in the U.S., if they provide details of their most recent facility inspection conducted by the EPA and the most recent independent quality assurance auditor report. • GLP Organization Chart • GLP Facility Plan 	<p>Evaluation based on GLP or US EPA certification and all associated information as listed (all mandatory)</p>
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2. Efficacy Trials

<p>M1. Field site to conduct trial secured.</p> <p><i>Provide evidence that a field site has been secured to conduct trials (provide exact location).</i></p> <p>If trial conducted in a grower’s field, please provide information.</p>	<p>Evaluation will be based on statement indicating that the bidder has a site or document indicating with contact info that a field has been secure and a grower’s field.</p>
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3. Screening Trials

<p>M1. Field site to conduct trial secured.</p> <p><i>Provide evidence that a field site has been secured to conduct trials (provide exact location).</i></p> <p>If trial conducted in a grower's field, please provide information.</p>	<p>Evaluation will be based on statement indicating that the bidder has a site or document indicating with contact info that a field has been secure and a grower's field.</p>
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4. IPM and Demonstration Project

<p>M1. Experience in the conduct of IPM/Pesticide demonstration projects</p> <p><i>Provide evidence, including details of what, where, and when (in cover letter or resume) of having experience in the conduct of IPM or demonstration projects or significant other agricultural pest management project experience.</i></p>	<p>This information may be provided once in the proposal.</p>
<p>M2. Proposed field site(s) to conduct IPM/Pesticide demonstration project.</p> <p><i>Provide evidence that one or more field sites have been identified to conduct the project (provide locations).</i></p>	<p>If project is to be conducted in a grower's field, please provide grower's contact information.</p>
<p>M3. Pest pressure</p> <p><i>Provide evidence by means of a document (from consultation with grower representative or crop specialists, or other evidence) that clearly indicate there is a strong likelihood of target pest pressure on the crop in the location to be used</i></p>	<p>Letter or e-mail correspondence are both accepted</p>

3.0 POINT RATED REQUIREMENTS

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

The rated requirements have been selected to provide evaluators the ability to assess the Proponent capacity and ability to conduct the trial work for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the trial (Each criteria will be marked according to completeness, clarity, and rationales provided).

Efficacy and crop tolerance to pesticide trials:

Refer to Appendix D, Attachment #1.

Residue Trials:

Refer to Appendix D, Attachment #2.

Screening Trials:

Refer to Appendix D, Attachment #3.

IPM and Demonstration Projects

Refer to Appendix D, Attachment #5.

4.0 FINANCIAL PROPOSAL

THE COSTING THAT SHOULD BE INCLUDED IN THE PROPONENT'S BID IS FOR A FIRM, ALL INCLUSIVE PRICE COVERING ALL COSTS (EXCLUDING SHIPPING COSTS AS APPLICABLE FOR RESIDUE TRIALS), INCLUDING TRAVEL, EXPECTED TO BE INCURRED IN THE COMPLETION OF THE PROPOSED WORK (IN CANADIAN DOLLARS). ALL TAXES MUST BE EXCLUDED, AS THESE WILL NOT BE USED IN THE PROPOSAL EVALUATION AND SELECTION PROCESS.

The bidder must use the form provided in Appendix D, Attachment #4 to submit their financial proposal and should include each field trial where an offer is being made. Bids are expected to be made for each individual trial. It is not required to bid on the complete set of trials for a project or for all those trials in a zone for a project.

The costs of shipping crop samples for residue analysis to designated laboratories shall be the responsibility of the contractor. AAFC will reimburse the contractor based on original receipts submitted to AAFC for the actual cost of shipping. THIS COST WOULD NOT BE PART OF FINANCIAL PROPOSAL. This information will be included in the contract(s) for the successful Proponent.

APPENDIX E

CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Proponent is a legal entity that can be bound by the contract and sued in court and indicate i) whether the Proponent is a corporation, partnership or sole proprietorship, ii) the laws under which the Proponent 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 Proponent is located.

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

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

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

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

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

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Proponents 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 Proponent a FPS in receipt of a pension? Yes () No ()

If so, the Proponent 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, Proponents agree that the successful Proponent'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 Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Proponent must provide the following information:

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

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

Name

Signature

Date

G) JOINT VENTURES

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

1. The Proponent represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Proponent that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- ____ Incorporated joint venture
 ____ Limited partnership joint venture
 ____ Partnership joint venture
 ____ Contractual joint venture
 ____ Other

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

3. Definition of joint venture

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

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

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

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

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

Name

Signature

Date

More information on the Federal Contractors Program can be found in the Treasury Board Contracting Policy, and in the Supply Manual, link provided below. Note that references to value INCLUDE taxes, and EXCLUDE option periods.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appD>
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification
By submitting a bid, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent 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 Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Insert the following for requirements estimated at \$1,000,000 and above.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (below), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity-Certification, for each member of the Joint Venture.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Proponent has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for

Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Name

Signature

Date

The following clause must be inserted in the contract (PART 3) if the FCP is applicable and the requirement is estimated at \$1,000,000 and above.

Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.