

# **REQUEST FOR QUOTATION**

**FOR**

**PEST CONTROL SERVICES**

Agriculture & Agri-Food Canada  
Lacombe Research and Development Centre  
LACOMBE, Alberta

Solicitation # 01R11-17-C007

Contracting Authority:  
Agriculture and Agri-Food Canada

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The purpose of this Request for Quotation (RFQ) is to invite qualified and experienced vendors to submit a quotation for Pest Control Services, including monthly inspections and services on an 'as and when requested' basis, for buildings, structures and grounds located at Agriculture & Agri-Food Canada's Lacombe Research and Development Centre in Lacombe AB.

## **1. Requests for Explanations**

Direct requests for explanations to:

Natalie O'Neill, Procurement Officer

E-mail: [natalie.oneill@agr.gc.ca](mailto:natalie.oneill@agr.gc.ca)

Any request for explanations regarding this Request for Quotation (RFQ), must be submitted, in writing, to the above on or before 12:00 pm local Regina time, **May 18, 2016**. Oral explanations or instructions given will not be binding. Enquiries or issues received after that time will not be answered.

Any relevant questions, and the answers, will be posted on the Government Electronic Tendering System (GETS) Buy and Sell.

## **2. Modifications**

Canada reserves the right to revise or amend this RFQ prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

## **3. R F Q Submission Deadline**

Submissions will be received up to 2:00 p.m., local Regina time, **June 1, 2016**. Please address / label your Submission as follows:

Natalie O'Neill, Procurement Officer

Agriculture & Agri-Food Canada

Western Service Centre

300 - 2010 12<sup>th</sup> Avenue

REGINA SK S4P 0M2

**RFQ # 01R11-17-C007 – PEST CONTROL SERVICES, Lacombe, AB**

Late submissions will not be considered and will be returned unopened. It is the responsibility of any company or individual submitting a bid to ensure submissions are received by the submission deadline.

## **4. Electronic Submissions**

Telegraphic, facsimile, computer disc or electronic mail submissions will not be considered.

## **5. Payment for Submissions**

No payment will be made for a submission in response to this RFQ.

## **6. Taxes**

The Harmonized Sales Tax (HST) Goods and Services Tax (GST) and Provincial Sales Tax (PST) are not to be considered an applicable tax for the purposes of this RFQ.

## **7. Rejection of Submissions**

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

## **8. Reference Documents**

The following Appendices are enclosed:

- A - General Conditions, Additional Terms and Conditions
- B - Statement of Work
- C - Mandatory Requirements
- D - Submission Format
- E - Evaluation Method
- F - Certification Requirements
- G - Bid Document

## **9. Contract Period**

The initial Term of the Contract will be for a one (1) year period.

The Contractor grants to Canada the irrevocable options to extend the period of the Contract by up to four (4) additional one (1) year periods under the same terms and conditions. Canada may exercise these options by sending a written amendment to the Contractor within 30 calendar days prior to the Contract Expiry date, or any extension of the Contract.

The Contractor agrees that during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

The option periods may only be extended by the Contracting Authority through a formal written Contract Amendment.

## 10. Contracting Authority

The Contracting Authority for the Resulting Contract will be:

Natalie O'Neill, Procurement Officer  
Agriculture & Agri-Food Canada  
Western Service Centre  
300 - 2010 - 12<sup>th</sup> Avenue  
REGINA SK S4P 0M3

Telephone No.: (306) 523-6561

Facsimile No.: (306) 523-6560

Email Address: [natalie.oneill@agr.gc.ca](mailto:natalie.oneill@agr.gc.ca)

# GENERAL CONDITIONS

## Appendix A

### GC1. INTERPRETATION

In the contract,

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

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

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

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

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

### GC2. Powers of Canada

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

### GC3. General Conditions

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

### GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

**GC7. Time of the Essence**

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

**GC8. Excusable delay**

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



- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

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

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

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

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

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

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

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

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

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

- (a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- (b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up

- of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
- (c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

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

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

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

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

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

## **TERMS OF PAYMENT**

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

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

- (a) Payment by Canada to the Contractor for the Work shall be made within 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 15 days of its receipt, notify the Contractor in writing of the nature of the objection.

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

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

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

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

15.1 For the purposes of this clause:

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

- (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average 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, be require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## **GC17. Invoice Submission**

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

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

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

## **GC19. Assignment**

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

## **GC20. Subcontracting**

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

## **GC21. Indemnification**

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

## **GC22. Confidentiality**

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

## **GC23. Indemnification - Copyright**

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

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

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

## **GC25. Ownership of Copyright**

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

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

or

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

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

## **GC26. Taxes**

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor

obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

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

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

Details on existing sanctions can be found at:

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

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

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

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

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

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

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

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



### **GC31. No Bribe**

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

### **GC32. Errors**

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

### **GC33. Performance**

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

### **GC34. Gender**

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

### **GC35. Survival**

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

### **GC36. Severability**

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

### **GC37. Contingency Fees**

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

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

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

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

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

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

#### **GC40. Notice**

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

#### **GC41. Accuracy**

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

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

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

### **GC43. Contract Administration**

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

### **GC44. Entire Agreement**

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

## ADDITIONAL TERMS AND CONDITIONS

1. This Contract does not create an exclusive right of the Contractor to perform all the work that may be required. AAFC reserves the right to have any work done by other means.
2. Post Award / Site Orientation Meeting / Health and Safety Orientation
  1. The Contractor is required to attend a Post Award site orientation meeting with the Facility Manager prior to the commencement of any work. This walk through will facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.
  2. The walk through will include where all building exits are located and where the muster point is located in the event of an emergency situation and *any information required to carry out the work.*
  3. All employees of the Contractor who will, or may, be working on site at the Lacombe Research and Development Centre will be required to attend an Orientation Session in regards to the Lacombe Research and Development Centre's Health and Safety Program.
3. Prior to Contract award, AAFC will submit the names of the proposed resources as required in the mandatory section, to Government of Canada's Security Office to undergo screening for Reliability security clearances.

The Contractor's personnel requiring access to the work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada.

No resource of the Contractor shall be allowed on site until clearances have been established.  
**This requirement must be updated when staff changes occur.**

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada.

4. Only licensed Technicians shall perform the work.
5. Service is to be provided by one (1) Technician at a time only, unless a specific request is made in writing to, and approved by, the Facility Manager.
6. The Contractor must have 24 hour support service for emergencies, with the capacity to carry out emergency consultations.
7. The Contractor must be available to provide "as and when requested" service and 24 hour emergency services within the following response times:
  1. "As and When Requested" Service:

The Contractor shall reply to call out within 48 hours and the work shall be performed within a time frame mutually agreed to by both parties.

2. Emergencies:

In case of an emergency the Contractor shall respond to a call out within four (4) hours, with work to commence immediately thereafter.

8. The Contractor shall report to the Facility Manager or his designated representative upon arrival. Identification and sign in is required at the reception desk.
9. All work will be performed in strict accordance with guidelines set by the Alberta Provincial Ministry of the Environment.
10. The Contractor shall abide by all codes, standards and regulations which may govern and/or restrict the manner in which the contract is completed.
11. The Contractor must comply with all regulations and directives in force on the site where the work is performed.
12. Any employee of the Contractor providing service in the Swine Unit must not be in contact with this facility for 48 hours if they have had contact with other swine facilities and farms which deal with pigs. The Swine Unit is a bio-secure area, any employees of the Contractor are required to shower-in and shower-out of this facility. Clothes, except for undergarments, will be provided by AAFC for the work inside the facility.
13. The Contractor will be responsible to maintain the integrity of the existing facility. Any damages to the facility caused by the Contractor must be repaired by the Contractor to its original condition.
14. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.
15. The Contractor shall ensure that all safety precautions are taken when buildings, structures and grounds are undergoing disinfection.
16. The Contractor shall provide continual protection from his work to personnel vehicles, equipment or other surrounding facilities, by locking or securing buildings or areas with barricades, warning signs, lights or other protective devices considered necessary by the Facility Manager.
17. The Contractor shall protect nearby objects and surfaces from any contamination of the product(s). Should any contamination occur, the Contractor will decontaminate these surfaces and/or objects at no additional cost to the Crown.
18. The Contractor shall place or apply pesticides in such a manner which will not endanger humans or non-targeted animals, (other than rodents and insect pests).
19. The Contractor shall immediately notify the Facility Manager if treatment of an area may involve quarantine and/or remedial cleanup.

20. All pesticides used must be approved by the Provincial Government, Alberta Provincial Ministry of the Environment, and the Facility Manager, prior to use.
  1. All pesticides must be commercially available.
  2. All materials will be new unless otherwise specified. The Contractor shall comply with the manufacturer's instructions regarding use and storage.
  3. All Materials shall be stored with labels and seals intact.
  4. Bait used must be non-secondary poisoning bait.
21. While on site, the Contractor and its employees shall adhere to all AAFC's safety and workplace policy. A copy of the policy will be provided by the Facility Manager during the Site Orientation.
22. The Contractor shall ensure all workers and authorized personnel entering the work site are notified of and abide by the posted Safety Plans, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
23. The Contractor shall at his own cost, remove and dispose of all materials, traps, treatments, tools, equipment and debris, by the Contract end date, leaving the site in a clean and tidy condition satisfactory to the Facility Manager. All stickers and labels applied to walls and windows must be easily removable. Disposal is to be conducted in an environmentally friendly manner.
24. All scrap material will become the property of the Contractor who must remove it from site.
25. Materials & WHMIS Compliance
  1. The Contractor shall use as many low toxicity / environmentally friendly products as practical (use products displaying the Environmental Choice Eco-logo). Samples of Controlled Products may be required for WHMIS Compliance testing to ensure that all materials used meet the Canadian General Standards Board Qualified Products criteria.
  2. The Contractor shall ensure that, where substances classified as controlled products under the Control Products Regulations are to be used in Crown-owned facilities and their employees receive appropriate training as per Provincial / Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS). Proof of up to date WHMIS training, for all employees working on site, must be supplied to the Facility Manager.
  3. The Contractor shall ensure that all controlled products are identified to the Facility Manager. Where controlled products are to be used at Federal occupied facilities the Facility Manager will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and

health concerns are resolved.

4. The Contractor must advise the Facility Manager or his designated representative when controlled products are to be brought into Crown-owned or occupied facilities. Material Safety Data Sheets (MSDS), for all controlled products stored or used on site, is to be provided to the Facility Manager or his designated representative.
5. All containers brought into Crown-owned facilities containing controlled products must be labeled in accordance with WHMIS regulations. The Contractor shall ensure that no down-the-drain disposal for controlled waste liquids will occur. MSDS instructions for product disposal must be followed at all times.

## STATEMENT OF WORK

## Appendix B

Services to be provided during the following:

Regular Working hours - 8:00 a.m. to 4:30 p.m. Monday to Friday

Outside Regular Working hours - 4:30 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays

This is a non-smoking, scent free Facility

For the purposes of this Contract, pests will include all types of mice, gophers, pigeons and other various insects and pests.

### SITE LOCATIONS:

1. Building 9 – Crops Storage Shed
2. Building 11 – Chemical Storage
3. Building 12 – Crops
4. Building 14 East – Meats
5. Building 20/21/53 – Administration, Library, Headerhouse
6. Building 52 – Shop
7. Building 59 – Swine Unit and Storage Shed
8. Building 60 – Beef Unit, Storage Unit

### SERVICES REQUIRED:

1. The Contractor is required to perform Monthly Inspections during the same week of each month. Any exceptions from the schedule are to be discussed with the Facility Manager.

Monthly Inspections include:

- a. Providing and maintaining an effective Pest Control Program.
  - b. When required, place traps, poison baits, and/or deterrent devices to exterminate mice, gophers, ants, bees, wasps, silverfish, cockroaches and other pests inside of buildings and structures, and on grounds.
  - c. Maintain all closed bait stations and Ketch all traps.
  - d. Dispose of trapped pests when necessary.
  - e. Provide an updated, detailed, list to the Facility Manager identifying the various methods of control in the buildings, structures and on grounds.
2. 'As and When Requested' services:
    - a. Inspections which may be requested between monthly inspections, but are not part of the monthly inspection.



- b. Pesticide treatments
- c. Extermination
- d. Gopher control services
- e. 24 Hour Emergency consultation services.
- f. Any adverse and dangerous conditions existing at the time of an inspection must be provided in writing to the Facility Manager.

## MANDATORY REQUIREMENT

## Appendix C

All mandatory requirements identified below must be met. Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. If documentation is required to demonstrate compliance the Proposer must include the necessary documentation with their proposal.

In order for proposals to be accepted for further evaluation, all of the following mandatory requirement must be met.

### 1. MANDATORY SITE VISIT

Bidders must attend the scheduled site visit where the services are to be rendered and make themselves familiar with the site and any conditions that may affect the nature or provision of the services required. Ignorance of the local conditions at no time will constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

Bidders will be required to sign an attendance sheet at the visit. By signing the attendance sheet, bidders are confirming that they have attended the visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.

Any relevant questions, and the answers, asked during the Site Visit will be posted on the Government Electronic Tendering System (GETS) Buy and Sell.

DATE & TIME: **May 12, 2016 at 10:00 am**

LOCATION: Lacombe Research Centre  
6000 C and E Trail  
LACOMBE, AB

Please CONTACT  
to confirm your attendance

Carey Jackson, A/Facility Manager  
Phone : (403) 782-8131  
[carey.jackson@canada.ca](mailto:carey.jackson@canada.ca)

OR

Dale Langevin, Assistant Facility Manager  
Phone : (403) 782-8584 / Cell (403) 588-0339  
[dale.langevin@agr.gc.ca](mailto:dale.langevin@agr.gc.ca)

## 2. RESOURCES / LICENSES / CERTIFICATIONS

### **The Bidder must provide:**

- a) Names of all proposed resources who will be providing on-site services under the resulting contract (please print).
- b) A copy of a certification or license for Provincial Regulatory pesticide applications, for each resource proposed.
- c) A copy of a WHMIS Certificate for each proposed resource.
- d) A copy of their company's Pest Control licenses, Structural type and Landscape type, issued by the Provincial Government of Alberta.
- e) Evidence they are currently licensed to carry out work in Lacombe, AB.

## SUBMISSION FORMAT

## Appendix D

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED:

The Submission must be in two (2) separate, sealed Envelopes as follows:

- 1) The First envelope labelled **CERTIFICATION REQUIREMENTS - RFQ 01R11-17-C007 – Pest Control Services, Lacombe, AB** MUST INCLUDE one (1) copy of each of the following:
  - A. Mandatory Requirements as per Appendix C:
    2. Proposed Resources / Licenses / Certifications
  - B. Appendix F - Certification Requirements
  
- 2) The Second Envelope labelled **BID DOCUMENT - RFQ 01R11-17-C007 – Pest Control Services, Lacombe, AB** MUST INCLUDE one (1) copy of:
  - A. Appendix G - Bid Document
    - The cost shall be in Canadian funds and exclusive of any applicable Taxes.

## EVALUATION METHOD

## Appendix E

Submissions received will be assessed in accordance with the entire requirements of the Bid Solicitation including the Evaluation criteria specified below:

### Mandatory Evaluation

It is understood by the parties submitting bids that, to be considered compliant, a bid must meet all the MANDATORY requirements as outlined in Appendix C of this document.

Accordingly, only the compliant bids will be given further consideration.

### Financial Evaluation

Your price proposal must be submitted in accordance with the proposed Appendix G – Bid Document. Price Proposals will be assessed as follows:

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

Step 2 - Aggregate of Extended Totals - Evaluated Offer

Evaluation Procedure - All bidders will be assessed and accepted on a low aggregate basis (applicable tax extra). Low aggregate will be determined by extending and totaling the unit prices (See Appendix G).

The lowest responsive bidder will be recommended for award of the Contract.

**CERTIFICATION REQUIREMENTS**

**Appendix F**

The following certification requirements apply to this RFQ document. Bidders must include this Appendix with their submission and sign each certification below. If a certification requirement does not apply, please indicate with ‘N / A’ in the signature block.

**1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS**

Bidders will accept Agriculture & Agri-Food Canada’s terms and conditions.

The General Conditions and Additional Terms and Conditions in Appendix A of this RFQ shall form part of the Resulting Contract.

\_\_\_\_\_

Name Signature Date

**2) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY / COLLEGE OR INDIVIDUAL)**

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

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

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

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

\_\_\_\_\_

Name Signature Date

### 3) 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

### 4) 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

### 5) VALIDITY OF SUBMISSION

It is requested that submissions offered in response to this RFQ be:

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

\_\_\_\_\_  
Name Signature Date

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

GST # / Business #: \_\_\_\_\_

**6) AVAILABILITY AND STATUS OF PERSONNEL**

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

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

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

\_\_\_\_\_  
Name Signature Date

**7) FEDERAL CONTRACTORS PROGRAM**

Federal Contractors Program for Employment Equity - Bid Certification

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

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

\_\_\_\_\_  
Name Signature Date



## 8) FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

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

## Work Force Reduction Program

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

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00 including the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 9) INSURANCE CERTIFICATION

### A) Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own Benefit and protection.
- (c) Before the commencement of the work, and within 30 days after acceptance of its bid, the Standing Offer Holder shall deposit with Canada, a CERTIFICATE OF INSURANCE (form AAFC 5314) upon request.

Upon request by Canada, the Standing Offer Holder shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

## B) Commercial General Liability Insurance

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$ 2,000,000.00 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
  - i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: *Her Majesty the Queen in the right of Canada as represented by the Minister*
  - ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - iv) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - v) Cross Liability / Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - vii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - viii) Broad Form Property Damage including Completed Operations : Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - ix) Notice of Cancellation: The Insurance Company will provide to the Contracting Authority 30 days written notice of policy cancellation.
  - x) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - xi) Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally responsible to pay arising out of the operations of subcontractor.
  - xii) Non-Owned Automobile Liability – Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- xiii) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**C) Automobile Liability Insurance**

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence. The policy must include the following:

- (a) Third Party Liability - \$2,000,000.00 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits – all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority 30 days written notice of cancellation.

---

Signature

---

Date

## 10) JOINT VENTURES

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Solicitation # 01R11-17-C007 – Pest Control Services, Lacombe, AB**

AAFC is not prepared to accept separate prices for vehicle and mileage charges. All related costs with performing the work must be included in the hourly rate.

Column B (Unit Price) must be completed with a dollar value, for all line items, or your Offer may be considered non-compliant.

These estimates will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount of units under the Contract.

**1) Pricing for Initial Contract Period**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Monthly Inspection	Month	12		C
TOTAL					T1

‘As and When Requested’ Services Regular Hours - 8:00 am to 4:30 pm, Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	15		C
2	Gopher Services	Hour	5		D
TOTAL					T2

‘As and When Requested’ Services Outside Regular Hours – 4:30 pm to 8:00 am, Monday to Friday, weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	5		C
TOTAL					T3

Total Cost for Initial Contract Period:  $(T1 + T2 + T3) =$  \_\_\_\_\_

**2) Pricing for Option Period One (1)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Monthly Inspection	Month	12		C
TOTAL					T4

‘As and When Requested’ Services Regular Hours - 8:00 am to 4:30 pm, Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	15		C
2	Gopher Services	Hour	5		D
TOTAL					T5

‘As and When Requested’ Services Outside Regular Hours – 4:30 pm to 8:00 am, Monday to Friday, weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	5		C
TOTAL					T6

Total Cost for Option Period One (1):  $(T4 + T5 + T6) =$  \_\_\_\_\_



### 3) Pricing for Option Period Two (2)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Monthly Inspection	Month	12		C
TOTAL					T7

‘As and When Requested’ Services Regular Hours - 8:00 am to 4:30 pm, Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	15		C
2	Gopher Services	Hour	5		D
TOTAL					T8

‘As and When Requested’ Services Outside Regular Hours – 4:30 pm to 8:00 am, Monday to Friday, weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	5		C
TOTAL					T9

Total Cost for Option Period Two (2): (T7 + T8 + T9) = \_\_\_\_\_

**4) Pricing for Option Period Three (3)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Monthly Inspection	Month	12		C
TOTAL					T10

‘As and When Requested’ Services Regular Hours - 8:00 am to 4:30 pm, Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	15		C
2	Gopher Services	Hour	5		D
TOTAL					T11

‘As and When Requested’ Services Outside Regular Hours – 4:30 pm to 8:00 am, Monday to Friday, weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	5		C
TOTAL					T12

Total Cost for Option Period Three (3): (T10 + T11 + T12) = \_\_\_\_\_

**5) Pricing for Option Period Four (4)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Monthly Inspection	Month	12		C
TOTAL					T13

‘As and When Requested’ Services Regular Hours - 8:00 am to 4:30 pm, Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	15		C
2	Gopher Services	Hour	5		D
TOTAL					T14

‘As and When Requested’ Services Outside Regular Hours – 4:30 pm to 8:00 am, Monday to Friday, weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (AxB)
1	Technician	Hour	5		C
TOTAL					T15

Total Cost for Option Period Four (4): (T13 + T14 + T15) = \_\_\_\_\_

Total Cost for Initial Contract Period \_\_\_\_\_  
 Total Cost for Option Period One (1) + \_\_\_\_\_  
 Total Cost for Option Period Two (2) + \_\_\_\_\_  
 Total Cost for Option Period Three (3) + \_\_\_\_\_  
 Total Cost for Option Period Four (4) + \_\_\_\_\_

TOTAL COST for All Periods = \_\_\_\_\_