



**Request for Standing Offer(RFSO):  
01B46-16-094**

**FOR THE PROVISION OF  
PLUMBING SERVICES**

**FOR  
SAINT-JEAN-SUR-RICHELIEU RESEARCH AND  
DEVELOPMENT CENTRE  
SAINT-JEAN-SUR-RICHELIEU, QUEBEC**

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

**on October 25, 2016 at the following  
address:**

**Agriculture and Agri-Food Canada**

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

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



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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

The Agriculture and Agri-Food Canada's Horticulture Research and Development Centre located at 430 Gouin Boulevard, St-Jean-sur-Richelieu, and the L'Acadie Experimental Farm at 1134 Route 219, St-Jean-sur-Richelieu have a requirement for a company to provide Plumbing services and natural gas maintenance services as required by the standing offer, by supplying skilled labour, expertise, transportation, tools, equipment, accessories and any other supplies or knowledge needed to carry out the Work.

#### **1.1 Standing Offer summary**

1.1.1 The purpose of this Request for Standing Offer (RFSO) is to issue Departmental Individual Standing Offer (DISO) to obtain the services described in the Statement of Work - Appendix "B".

1.1.2 The period of the Standing Offer will be of approximately one (1) calendar year with the possibility to extend the Standing Offer for three (3) additional one (1) year period.

1.1.3 The total estimated budget for the SOs will be \$30,000.00 per year for a total of \$120,000.00 (Goods and Services tax or Harmonized sales tax not included) including years of option.

### **2.0 SECURITY REQUIREMENTS**

Before Contract award, the Security requirements must be met. The bidder should submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.2 and Part 3, Article 3.0 for additional information.

Until the security screenings of the Contractor's personnel required by this Contract have been completed satisfactorily by Industrial Security Division (ISD), Contractor personnel **MAY NOT HAVE ACCESS** to sensitive (CLASSIFIED/DESIGNATED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

### **3.0 INTERPRETATION**

In the Request for Standing Offer "RFSO",

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 "Call-up", "Contract" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the



- Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;
- 3.3 "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;
- 3.4 "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;
- 3.5 "Offeror", "Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
- 3.6 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. "Bidder" means a person or entity submitting a Proposal in response to this RFSO;
- 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 RFSO.



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## **PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

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

### **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 RFSO shall form part of any Call-ups against a Standing Offer.

### **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 Call-up or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

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



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

**4.7 Requests for proposal amendment(s)**

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

**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 RFSO;
  3. Cancel and/or re-issue this RFSO at any time;
  4. Ask the Bidder to substantiate any claim made in the Proposal;
  5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
  6. Award one or more Standing Offers;
  7. Retain all Proposals submitted in response to this RFSO.

**6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

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



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

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

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

## **9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

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

## **10.0 MANDATORY SITE VISIT**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **September 27, 2016, Saint-Jean-sur-Richelieu Research and Development Centre, 430 Gouin Boulevard, Saint-Jean-sur-Richelieu, Quebec, J3B 3E6 at 9:30AM EDT.**

Bidders will be requested to sign an attendance form in order to confirm their presence. 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 clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.





**PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

**1.0 APPLICABLE LAWS**

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

**2.0 SUBMISSION OF PROPOSAL**

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.  
  
Due to the nature of this RFSO electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date and time indicated on the cover page of this RFSO**. The outside of the envelope containing the proposal should include the RFSO number found on the cover page of the RFSO.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.5 Proposals submitted in response to this RFSO will not be returned.

**3.0 PROPOSAL PREPARATION INSTRUCTIONS**

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

Section 1	Financial Proposal	1 original hard copy
Section 2	Certifications	1 original hard copy



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

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

#### **4.0 SECURITY REQUIREMENTS**

##### **4.1 Security Profile Verification**

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

Because of legal and ethics issues, the Bidder is not obligated to complete the "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e), available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> for each proposed employee at this point in time of the RFSO process.

However, once the technical evaluation team will have evaluated the received proposals and will have identified the acceptable proposal, this requirement will become a mandatory requirement. Successful clearance by AAFC's Security Services is a mandatory condition before AAFC can award the Standing Offer.

Beyond the above mentioned issues, The Bidder have however the option to complete the form at their sole discretion at this point and provide the forms with their proposal.

Should a Bidder decide to complete the required information, *the initiative will only accelerate the transmission of the required documents by 2 or 3 weeks*. Whichever option the Bidder chooses, the decision has no bearing or influence on the technical team evaluation.

#### **5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 1)**

In the Financial Proposal, the Bidder shall provide a firm all inclusive rate to provide the services requested in accordance with the Statement of Work, **Appendix B**.

The bidder must complete the table provided in **Appendix C** which will form the financial proposal.

The price of the proposal will be evaluated in CANADIAN DOLLARS excluding applicable taxes but including FOB destination for goods and services, customs duties and excise tax.

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



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

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Any indication of the old or the new total price will get the RFP discarded automatically.

## **6.0 CERTIFICATION REQUIREMENTS (Section 2)**

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

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a Standing Offer. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

## **7.0 METHOD OF SELECTION – MANDATORY REQUIREMENTS**

- 7.1 A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated total price including years of option, if applicable, will be recommended for award of a Standing Offer.
- 7.2 In the event that two financial proposals would submit the same "the lowest price", the Standing Offer will be awarded to the tenderer shown to have the most years of experience in the service requested.

## **8.0 EVALUATION PROCEDURES**

- 8.1 Bids will be evaluated against all requirements of the bid solicitation.
- 8.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 8.3 The mandatory requirements of this RFSO will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.



- 8.4 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 8.5 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 8.6 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any Standing Offer, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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## **PART 3: STANDING OFFER AND CALL-UPS TERMS AND CONDITIONS**

### **A. STANDING OFFER**

#### **1.0 OFFER**

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

#### **2.0 SECURITY REQUIREMENTS**

1. The Contractor/Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by AAFC .
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of AAFC .

As a security precaution, it is required that all employees engaged in work or business for the Call-ups are readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.

#### **3.0 STANDING OFFER'S GENERAL CONDITIONS**

##### **3.1 General**

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

##### **3.2 Offer**

1. The Offeror offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods,



services or both, in accordance with the conditions listed at subsection 2 below.

2. The Offeror understands and agrees that:

- a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
- c. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three (3) months' notice before imposing such a requirement;
- d. the Standing Offer cannot be assigned or transferred in whole or in part;
- e. the Standing Offer may be set aside by Canada at any time.

3.3 Call-ups

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

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

3.4 Withdrawal

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

3.5 Revision

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



### 3.6 Disclosure of Information

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

## 4.0 TERM OF STANDING OFFER

### 4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is **from the date indicated on the first page of the Standing Offer to November 30, 2017.**

### 4.2 Extension of Standing Offer

The Contractor grants to Canada the irrevocable option to extend the duration of the Standing Offer by up to **three (3) additional one (1) year periods** under the same terms and conditions.

4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Standing Offer expiry date.

4.2.2 The Contractor agrees that, during the extended period of the Standing Offer resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Standing Offer.

4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Standing Offer amendment.

## 5.0 STANDING OFFER AUTHORITY

### 5.1 The Standing Offer Authority is:

Samuel Archambault  
Contracting officer  
Agriculture and Agri-Food Canada  
2001 Robert-Bourassa , Room 671-TEN,  
Montréal, Qc H3A 3N2  
Tel.: 514-315-6139  
Fax: 514-283-1918  
E-mail: [samuel.archambault@agr.gc.ca](mailto:samuel.archambault@agr.gc.ca)

### 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Standing Offer. Any changes to the Standing Offer and the Call-ups 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 Call-up



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 Standing Offer is:

*The contact information for the Project Authority will be provided at time of Standing Offer award.*

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

1. All matters concerning the technical content of the Work under the Standing Offer;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Standing Offer 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 Standing Offer is:

*The contact information for the Contractor Representative will be provided at time of Standing Offer award.*

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

1. Responsible for the overall management of the Standing Offer and Call-ups;
2. Ensure that the Call-ups is administered in accordance with the terms and conditions of the Standing Offer;
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 Standing Offer;
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 CALL-UP INSTRUMENT

The Work will be authorized or confirmed by an AAFC Contracting Officer using a Call-up Against a Standing Offer.

## 9.0 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed **\$5,000.00** (Applicable Taxes included).

## 10.0 FINANCIAL LIMITATION

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$30,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 11.0 PRIORITY OF DOCUMENTS

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

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. The Statement of Work, Appendix B hereof;
4. The General Conditions, Appendix A hereof;
5. Basis of Payment, Appendix C hereof;
6. Certification Requirements, Appendix D
7. Request for Standing Offer number 01B46-16-094;
8. Contractor's Proposal dated *(to be inserted at Standing Offer award)*.

## 12.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFSO,

12.1 "Material" means anything that is created or developed by the Contractor as part of the Work under Call-ups, and in which copyright subsists, but does not include computer programs and related software documentation.



- 12.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under call-ups 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.

### **13.0 REPLACEMENT OF PERSONNEL**

- 13.1. 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.
- 13.2 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 Evaluation Procedures and Criteria, Appendix D**.
- 13.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 13.4 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.
- 13.5 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.
- 13.6 The resources assigned for the Standing Offer 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 Standing Offer clauses included in or referenced in the RFSO.



13.7 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 Standing Offer.

**14.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

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

**15.0 MANDATORY CERTIFICATIONS**

15.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Standing Offer and Call-ups and subject to verification by Canada during the entire period of the Standing Offer. 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 Call-ups, to terminate the Standing Offer and Call-ups for default.

**16.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

16.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Standing Offer period in order to perform the Work:

- (a) AAFC's premises;
- (b) Documentation;
- (c) Personnel for consultation;
- (d) Office space, telephones, desk space, manuals and terminals.

16.2 Subject to the approval of the Project Authority, arrangements will be made for the Standing Offeror to access the required facilities, equipment, documentation and personnel..

16.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.



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## **B. CALL-UPS CLAUSES**

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

### **1.0 STATEMENT OF WORK**

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

### **2.0 CALL-UPS GENERAL CONDITIONS**

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

### **3.0 TERM OF CALL-UP**

#### **3.1 Period of the Call-up**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4.0 BASIS OF PAYMENT**

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

#### **4.2 Limitation of Expenditure:**

1. Canada's total liability to the Contractor under the Call-up must not exceed \$ \_\_\_\_\_ (insert upon Call-up award). Customs duties are included and the Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Call-up expiry date, or



- 
- (c) As soon as the Contractor considers that the Call-up funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate call-up funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **5.0 METHOD OF PAYMENT**

- 5.1 Payment will be made **in full upon completion of the work described in the call-up**, following the submission of all invoicing documentation as specified in Article 7.0, in accordance with the terms herein this Call-up and acceptance by the Departmental Representative.

## **6.0 DIRECT DEPOSIT**

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

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

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

## **7.0 INVOICING INSTRUCTIONS**

- 7.1 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 Call-up.
- 7.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Part 3A, Article 6.0.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Call-up 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 Call-up.

## 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.

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

4.3 The Contractor shall:

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

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

**GC5. Inspection and Acceptance**

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

**GC6. Amendments and Waivers**

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

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

**GC7. Time of the Essence**

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

**GC8. Excusable delay**

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

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

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

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

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

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

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

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

**GC9. Termination of convenience**

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

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

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

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

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

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

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

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or
- c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

**GC11. Suspension of Work**

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



**GC12. Extension of Contract**

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

**TERMS OF PAYMENT**

**GC13. Method of Payment**

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

**GC14. Basis of Payment**

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

**GC15. Interest on Overdue Accounts**

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

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. Integrity Provisions**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

**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.



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## APPENDIX "B"

### STATEMENT OF WORK

#### General Requirements:

#### Objective:

The Agriculture and Agri-Food Canada's Horticulture Research and Development Centre located at 430 Gouin Boulevard, St-Jean-sur-Richelieu, and the L'Acadie Experimental Farm at 1134 Route 219, St-Jean-sur-Richelieu have a requirement for a company to provide Plumbing services and natural gas maintenance services as required by the standing offer, by supplying skilled labour, expertise, transportation, tools, equipment, accessories and any other supplies or knowledge needed to carry out the Work.

#### Background:

The Research Centre operates on a five day basis from Monday to Friday, 8:00AM to 4:30PM, although some experiments are conducted around the clock over extended periods of time.

#### Codes and Legislated Requirements:

The following codes and standards in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Standing Offer.

- i) Treasury Board of Canada
- ii) Canada Standards Association
- iii) Canadian Environmental Protection Act
- iv) National Building Code of Canada
- iv) National Fire code
- vi) Part II of the Canada Labour Code
- vii) Canadian Occupational Safety and Health Section of Part II of the Canada labour Code
- viii) Fire Commissioner of Canada FC 301 Standard for Construction Operations
- ix) Provincial and Territorial Acts and Regulations
- x) Canadian Construction and Labour Safety Codes; Provincial Government Workers= Compensation board and Municipal Statutes and Authorities
- xi) Canadian Electrical Code, Part I, CSA 22.1-1998
- xii) Canadian Plumbing Code
- xiii) Materials and workmanship must conform to or exceed applicable standards of Canada Government Specification Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations

In the event of a conflict between any of the above codes or standards, the most stringent shall apply.

#### Security and Identification

Photo identification is required for all employees working at the Research Centre and will be mandatory for all Contractors' staff when performing work at the site. All employees of the Contractor will be required to pass a Federal Government Security Clearance Screening. Photo identification cards will be worn by all employees of the Contractor at all times while on the site.



**Service Required:**

The Contractor shall furnish all necessary labour, supervision, transportation, material, tools and equipment to carry out this Standing Offer Agreement of maintenance, minor repairs and/or installations of plumbing services and provide the services described throughout this specification.

The types of service could include but are not limited to:

- (1) repair to hot water boiler components
- (2) repair to toilets, sinks and hot water heaters
- (3) repairs to various types of backflow preventers
- (4) repairs to various types of shut off valves
- (5) repairs to general piping components
- (6) Any repair not-mentioned, related to plumbing services

**Terms and Conditions of Work:**

1. Contractor, upon award of standing offer, shall furnish the Facility Manager or his designated representative a copy of the Contractors Workers Compensation Certificate and Liabilities.
2. The Offeror shall provide Agriculture and Agri-Food Canada with a valid copy of its construction contractor's licence issued by the Régie du Bâtiment du Québec for the authorized plumbing work.
3. The Offeror's employees shall demonstrate that they have the following certificates of qualification issued by the Commission de la Construction du Québec for the Work: plumber, journeyman with certificate of qualification approved by the CCQ and/or plumber helper.
4. Agriculture and Agri-Food Canada reserves the right to determine whether a plumber helper is required for the work requested at the time of each service call.
5. Upon award of standing offer AAFC will submit the names of the people proposed to do the work, to Government of Canada's Security to undergo screening for enhanced security clearances. No employee of the Contractor shall be allowed on site until clearances have been established. This requirement must be updated when staff changes occur. The contractor to pay all costs incurred.
6. The Contractor shall report to the Facility Manager or his/her designated representative upon arrival on site, provide identification, and sign in at St-Jean-sur-Richelieu Horticultural Research Center or L'Acadie Experimental Farm's reception office.
7. The contractor must be available 24 hours a day, 7 days a week, via phone or cell phone number. The Contractor will respond immediately and be on site within 120 minutes for an emergency priority and within 24 hours for a routine priority. Business hours are defined from Monday to Friday, from 7:00 AM to 4:00 pm. Overtime hours are Monday to Friday, from 4:00 pm to 7:00 AM and Saturday.
8. The contractor shall complete all applicable log books before leaving the site each day outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.
9. The Contractor shall warrant all services performed under this Standing Offer will at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to AAFC, and any Work corrected or replaced by the Contractor shall be subject to all provisions of the Standing Offer to the same extent as Work initially performed. The warranty is one year for parts and 60 days for labour.





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10. The Contractor will be responsible to maintain the integrity of the existing facility. Any damage caused by the Contractor must be made good.
  11. Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.
  12. The Contractor shall execute the work with minimum disturbance to the occupants, public and normal use of the building.
    - i) Protect and maintain existing active services.
    - ii) Any connection to existing services are to be made with minimum disturbance to occupants and building operation.
    - iii) Any shutdown to execute service or repair must first be approved by the Facility Manager or his/her designate.
  13. The Contractor shall at his own cost, remove and dispose of debris, used and obsolete material on a daily basis environmentally as per the Green Code.
  14. The Contractor is to supply all tools and equipment required to provide work under the Standing Offer.
  15. Equipment and materials to be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
  16. Additions, relocations or removal of equipment or systems are to recorded, dated and initialled by the Contractor on the as-built prints where applicable.
  17. Contractor shall submit a detailed work order explaining the Work undertaken to the Facility Manager or his designated representative before leaving the site.
  18. The Contractor shall provide AAFC an invoice complete with a detailed breakdown of all parts, material and labour used. This invoice must clearly reference all work sheets associated with the call-up.
  19. The Contractor must, upon request, provide AAFC with a wholesalers invoice complete with parts pricing. A markup of 10% maximum profit will be applied to the net total cost of : allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security.
  20. While on-site, Contractor and Contractor's employees shall adhere to all AAFC's safety and workplace policies. A copy of the policy will be provided by the Facility Manager or his/her designated representative.
  21. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.
  22. The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well-being of his/her employees. Copies shall be made available to the Departmental Representative.
  23. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Departmental Representative.



24. Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors and personnel are advised of such Safety Plan and of the posted location.
25. The Contractor shall ensure all workers and authorized personnel entering the work site are notified of, and abide by the posted Safety Plan, 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.
26. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used. (Safety boots, hearing protection, etc.)
27. All Contractors' employees working with controlled products on Federal property and/or In Federal facilities will require WHMIS certification, Fall Arrest and Confined Spaces certification.
28. All Contractors must provide a copy of the Material Safety Data Sheet (MSDS) to the Facility Manager or designate.
29. The Contractor may be required to provide a written estimate for repair work and new installations to the Facility Manager or his designated representative when needed.
30. This Standing Offer 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.
31. AAFC reserves the right to supply the Parts and Material to the Contractor. All materials must be approved by the Facility Manager or his designated representative prior to ordering or installation.
32. The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.
33. The Contractor must include for plumber services, a copy of his contractor's licence, a copy of the certificate from the Corporation des Maîtres Plombiers du Québec and a copy of his insurance policy.
34. The Contractor must also include for gas services, a copy of his specialized contractor's licence, a copy of the "Régie du gaz naturel" certificate issued by the Quebec Ministère du travail, a copy of his certificate of qualification as a "Préposé au service d'appareil de gaz naturel" issued by the Société québécoise du développement de la main-d'oeuvre, classes 131 and 121, burners and piping, a copy of the membership certificate of the Corporation des Maîtres Mécaniciens en Tuyauterie du Québec, a copy of his liability insurance policy and a copy of his insurance policy for natural gas work.
35. The Contractor shall provide, if applicable, training to the AAFC maintenance employees and to the user groups on the operating and maintenance procedures for all new facilities. The Contractor shall provide shop drawings and the manufacturer's instructions and specifications for all the new facilities.
36. The contractor shall be responsible for disposing of items that have been replaced (e.g. old piping, hardware).
37. Any stoppages to provide a service or make a repair shall first be discussed with the AAFC employee responsible.



38. The Contractor shall provide a detailed work order explaining the work carried out to the AAFC representative.
39. The Contractor shall ensure that all its employees, as well as the authorized staff members who enter the work site, are informed of and adhere to the posted safety plan, safety rules, regulations, safe working practices as well as the relevant safety legislation, regulations and codes. Anyone who is not in compliance will not be authorized to enter the work site.
40. The Contractor shall demonstrate and provide expertise on backflow preventer devices (e.g. certification in backflow prevention or proof of participation in projects) in order to provide the required services.
41. Any plumber who executes work under the Standing Offer shall be a journeyman or master plumber certified by Quebec or have a journeyman's or master plumber's Red Seal interprovincial certificate.
42. The Contractor will have to possess and use ProPress compression System, UL certified, for urgent repairs. The application of this system is crucial and mandatory in order to avoid long water cuts in the research centre.



**APPENDIX "C"**  
**BASIS OF PAYMENT - Part A**

**Rates Offered for the Duration of the Standing Offer**

Site								
	Award date to November 30, 2017		December 1, 2017 to November 30, 2018		December 1, 2018 to November 30, 2019		December 1, 2019 to November 30, 2020	
/ HOUR	Plumber	Plumber helper	Plumber	Plumber helper	Plumber	Plumber helper	Plumber	Plumber helper
Regular	\$	\$	\$	\$	\$	\$	\$	\$
Overtime	\$	\$	\$	\$	\$	\$	\$	\$
Sundays and statutory holidays	\$	\$	\$	\$	\$	\$	\$	\$

Please refer to point 7, "Terms and conditions of work" of the Statement of Work for the hours related to regular time and overtime.

Name of Offeror: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Address of Offeror: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_

Signature : \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX "C"**  
**BASIS OF PAYMENT - Part B**

**Financial Evaluation of Offered Rates**  
**Basic Year - Award Date to November 30, 2017**

Skilled Trades and Site Services	Measuring Unit	During Regular Working Hours \$	Estimated Quantity per year	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays Hours \$	Estimated Quantity per year	Total C	Total per Trade / Service (Total A + B + C)
Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hour		180			10			10		
Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hour		80			10			10		
<b>TOTAL</b>											\$ _____



**APPENDIX "C"**  
**BASIS OF PAYMENT - Part B**

**Financial Evaluation of Offered Rates**  
**Optional Year I - December 1, 2017 to November 30, 2018**

Skilled Trades and Site Services	Measuring Unit	During Regular Working Hours \$	Estimated Quantity per year	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays Hours \$	Estimated Quantity per year	Total C	Total per Trade / Service (Total A + B + C)
Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hour		180			10			10		
Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hour		80			10			10		
<b>TOTAL</b>											\$ _____



**APPENDIX "C"**  
**BASIS OF PAYMENT - Part B**

**Financial Evaluation of Offered Rates**  
**Optional Year II - December 1, 2018 to November 30, 2019**

Skilled Trades and Site Services	Measuring Unit	During Regular Working Hours \$	Estimated Quantity per year	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays Hours \$	Estimated Quantity per year	Total C	Total per Trade / Service (Total A + B + C)
Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hour		180			10			10		
Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hour		80			10			10		
<b>TOTAL</b>											\$ _____



**APPENDIX "C"**  
**BASIS OF PAYMENT - Part B**

**Financial Evaluation of Offered Rates**  
**Optional Year II - December 1, 2019 to November 30, 2020**

Skilled Trades and Site Services	Measuring Unit	During Regular Working Hours \$	Estimated Quantity per year	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays Hours \$	Estimated Quantity per year	Total C	Total per Trade / Service (Total A + B + C)
Licensed Plumber: Service Calls, including travel time and all related expenses on the job site.	hour		180			10			10		
Plumber Apprentice: Service Calls, including travel time and all related expenses on the job site.	hour		80			10			10		
<b>TOTAL</b>											\$ _____





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**APPENDIX "C"**  
**BASIS OF PAYMENT - Part B**

**Financial Evaluation of Offered Rates**

**Total evaluated cost for Basic Year**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year I**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year II**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year III**      \$ \_\_\_\_\_

**Total for the four (4) years**      \$ \_\_\_\_\_

Name of Offeror: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Address of Offeror: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_

Signature : \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX D

### CERTIFICATION REQUIREMENTS

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

#### A) LEGAL ENTITY AND CORPORATE NAME

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

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

Any resulting Contract may be executed under the following:

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

#### 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.

#### 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".



**D) VALIDITY OF PROPOSAL**

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

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

**E) AVAILABILITY AND STATUS OF PERSONNEL**

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

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

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

**F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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

**Definitions**

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

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



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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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



## G) JOINT VENTURES

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

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:

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

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

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

3. Definition of joint venture

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

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

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

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

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



## H) 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.

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.

## I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;



- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

I \_\_\_\_\_ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date