



**Request for Standing Offer(RFSO):
01B46-16-024**

**FOR THE PROVISION OF
MOTOR VEHICLE MAINTENANCE**

**FOR
Harrow Research and Development Centre
Harrow, Ontario**

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

**on December 7, 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 Harrow Research and Development Centre, Harrow, Ontario requires a Standing Offer Agreement with one (1), "Qualified" Automotive Service Garage" to perform services as outlined herein.

To provide all labour, parts, consumable materials, tools and specialized automotive testing equipment to repair and service motor vehicles for Agriculture and Agri-Food Canada, Harrow Research and Development Centre, Harrow, Ontario on an as and when needed basis during the period of the Standing Offer Agreement.

1.1 Standing Offer summary

- 1.1.1 The period of the Standing Offer will be of one (1) calendar year with the possibility to extend the Standing Offer for two additional 2 years period.
- 1.1.2 The total estimated budget for the SOs will be 45,000.00\$ per year for a total of 225,000.00 (Goods and Services tax or Harmonized sales tax included) including years of option.

2.0 SECURITY REQUIREMENTS

There is no security requirement.

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.



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 **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 RFSO 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 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 Ontario.
- 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.

2.0 PROPOSAL PREPARATION INSTRUCTIONS

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

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



- 3.2 The Bidder may **submit a proposal in either official language.**
- 3.3 Each copy of the proposal is to include the Bidder’s legal entity name, the name of the Bidder’s contact, address, telephone number, facsimile number, email address and the RFSO Number.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work, Appendix B**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria in the present Part 2.**

4.1 Mandatory Technical Criteria

If the company or its resources do not meet all the mandatory requirements , the proposal will be non-compliant and will be rejected.

Tenderers are requested to indicate where information is in the proposal (For example: Indicate the page number and the project number , etc.).

Item #	Mandatory Technical Requirements	COMPLY		Identify page no. in proposal
		Yes	No	
1.	Must use the ARI Financial Services Inc System.; a national credit card company used by Federal Government Departments for gas and repair of Government vehicles			
2.	Successful Contractor must send all correspondence to the Site Authority in electronic format.(e-mail format)			
3.	Successful Contractor must maintain vehicle maintenance records in electronic format.			
4.	Maintenance and repair work must be performed by licensed automotive mechanics or apprentice automotive mechanics under the supervision of a licensed automotive mechanic. Copies of their licenses must be submitted with the bid.			
5.	Turn around time for repairing and servicing vehicles shall not exceed 24 hours			



5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm all inclusive price 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.

Quantities in Appendix C are estimates and are for evaluation purpose only.

The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

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 3)

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 TECHNICAL CRITERIA

- 7.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria 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 contract.

- 7.2 In the event that two financial proposals would submit the same "the lowest price", the contract will be awarded to the tenderer who have demonstrated 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 including the technical and financial evaluation criteria.
- 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 RFP will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 8.4 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 8.5 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.
- 8.6 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).
- 8.7 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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

There is no security associated with the work.

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 Automotive Resources International (ARI) 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 Automotive Resources International (ARI) 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 December 31, 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 two(2) additional two(2) years 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
Senior 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

- 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 or the Government of Canada Automotive Resources International (ARI) card.

9.0 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (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 **\$45,000.00** (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 E
7. Request for Standing Offer number 01B46-16-024;
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.



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 Firm Lot Price:

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

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

5.0 METHOD OF PAYMENT

Payment will be made **in full upon completion of the work described herein**, 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 INVOICING INSTRUCTIONS

- 6.1 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.
- 6.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form.
- 6.3 **The Contractor will invoice directly and be paid by ARI Financial Services Inc.** This Service Provider handles Government motor fleet expenses and makes payments for the Departments.

It is mandatory that the Contractor use the ARI Financial Services Inc., system for all financial transactions.

The Contractor will not invoice the Harrow Research and Development Centre directly, but will send electronically to the Site Authority the following information:

When issuing work completed records and quotations to the Site Authority all items in 6.3.1 will be shown on the electronic document in line item format complete with extended pricing.

- 6.3.1 One (1), electronic document outlining the work completed by the Contractor, associated labor, parts and materials, any applicable environmental charges and taxes.
- 6.3.2 This electronic document will only be used for tracking vehicle maintenance and expenses, it is not an invoice.

7.0 INSURANCE REQUIREMENTS

- 7.1 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

GC43. Contract Administration

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

GC44. Entire Agreement

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



APPENDIX "B"

STATEMENT OF WORK

1. General Information

1.1 Background

Agriculture & Agri-Food Canada (AAFC) operates a Federal Government Research Centre just east of Harrow, Ontario on County Road 20. The Harrow Research and Development Centre (HRDC) consists of a large administration and laboratory complex, 1.7 acres of attached greenhouse structures and farmland used for Agriculture Research.

1.2 General Requirements

The Harrow Research and Development Centre, Harrow, Ontario requires a Standing Offer Agreement with one (1), "Qualified" Automotive Service Garage" to perform services as outlined herein.

To provide all labour, parts, consumable materials, tools and specialized automotive testing equipment to repair and service motor vehicles for Agriculture and Agri-Food Canada, Harrow Research and Development Centre, Harrow, Ontario on an as and when needed basis during the period of the Standing Offer Agreement.

"Qualified" will be defined as follows:

An automotive service garage, with the majority of work performed by the business as service, maintenance and repairs to motor vehicles such as automobiles and light pickup trucks. The garage will employ certified mechanics and hold current liability insurance throughout the term of the Standing Offer Agreement.

1.3 Qualifications

Maintenance and repair work to be performed by licensed automotive mechanics or apprentice automotive mechanics under the direct supervision of a licensed automotive mechanic.

1.4 Replacement Parts

1.4.1 All replacement parts will be new, used parts are not acceptable.

1.4.2 Replacement parts will be Original Equipment Manufacturer (OEM) parts. when and where required.

1.4.3 When OEM parts are not available or aftermarket parts are more reasonably priced and basically equivalent, the Contractor will price aftermarket new parts. Good quality aftermarket parts from supplies such as NAPA or equivalent will be acceptable.

1.5 Vehicle Turn Around Time

Turn around time for repairing and servicing vehicles shall not exceed 24 hours.

1.6 Responsibility for Vehicle Keys

The successful Contractor will be assigned one (1) set of clearly marked keys per vehicle to allow the Contractor to pickup vehicles for service and repairs. The key sets will be the responsibility of the Contractor, maintained at their site in a safe lock up cabinet. The Site Authority will maintain a vehicle set and a spare set of keys per vehicle on site.



The Contractor will notify the Site Authority immediately if any key sets are lost or stolen from the Contractors premises.

When a vehicle is returned to the site after service or repairs, the Contractor will park the vehicle in the carport area, completely lock the vehicle and take the set of keys back to the service garage.

The Contractor will also notify both AAFC Site Authorities indicated in 1.4, by e-mail indicating that the fleet vehicle has been returned to the Research Centre.

1.7 Pick Up of Vehicles - Cleaning

Vehicles requiring interior and exterior cleaning will be picked up at the site by the Contractor and returned to the site when work has been completed. This work will need to be done on Saturdays or Sundays only.

1.8 Pick Up of Vehicles - Maintenance and Repairs

1.8.1 When a vehicle returns from a road trip and is reported to be experiencing problems the Site Authority will notify the Contractor of the reported problem. The vehicle requiring service and or repairs will be picked up by the Contractor from the site.

1.8.2 Anytime the Contractor plans to remove a vehicle from the site for service or repairs on a week day (Monday through Friday). The Contractor is requested to e-mail the Site Authority two (2), days in advance so that the vehicle will be on site and taken out of service from the staff reservation list. When the vehicle has been repaired and returned to the site the Contractor will send a second e-mail notifying the Site Authority that the vehicle has been returned to the site. This will help the Site Authority avoid confusion while managing motor fleet reservations by Staff.

1.8.3 When vehicles are taken off site on weekends and returned the same day for washing and cleaning the Contractor is not required to e-mail the Site Authority.

1.9 Motor Vehicle Fleet Maintenance Records

1.9.1 The Contractor will maintain a file of all work done on each individual vehicle for the term of the Standing Offer Agreement. This file can be electronic in nature or in hard copy format.

1.10 Motor Vehicle Maintenance Scheduling

1.10.1 Unless a time period or mileage interval has been indicated on the "Motor Vehicle Check List Task" forms, the recommended OEM maintenance schedule will be followed for each vehicle.

1.10.2 As part of the required scope of work for each vehicle the Contractor will be picking up each vehicle a minimum of 2 times per month for washing and cleaning. When at the service garage the Contractor will note the odometer reading and determine what work should be scheduled for each individual vehicle. This work will be electronically sent to the Site Authority for approval and the vehicle will be scheduled out of service for the required time period needed to complete the work.

1.10.3 Vehicles having specialized maintenance requirements such as diesel engine equipped pickup trucks will be serviced and maintained as outlined by the OEM recommendations and odometer readings.

1.10.4 The Contractor will only proceed with the additional work only after authorization is given by the Site Authority.



1.11 Issue of Cost Quotation

Where a cost quotation has been submitted by the Contractor and accepted by the Site Authority, fully and completed work or service will be provided at a cost no greater than 100% of quotation.

- 1.11.1 Cost quotations will be submitted by the Contractor in electronic format, which will be defined as e-mail from the Contractor to the Site Authority. Faxed copies are not acceptable.

1.12 Vehicle Air Conditioning Systems

The Contractor will annually for each fleet vehicle inspect and service the vehicles "Air Conditioning System". The Contractor will then provide the Site Authority with a maintenance record of this specific work, electronic copy is preferred.

Agriculture & Agri-Food Canada along with other Federal Departments are required to maintain records of all service and repairs done to any "Air Conditioning" or "Refrigeration System" owned and operated by the Federal Department.

Electronic records should include but are not limited to the following information.

- 1.12.1 Whenever a motor vehicle system is inspected and leak checked a record of this annual mandatory inspection must be maintained by the Contractor, one copy must be sent to the site authority.
- 1.12.2 Contractor to attach Ozone Depleting Substance Emission Control Tags where necessary and to meet any applicable code requirements.
- 1.12.3 When a system's charge is lost, the leak must be repaired, the system leak checked and the system recharged and information recorded.
- 1.12.4 Whenever a system is taken out of service for any reason, refrigerant is to be removed and stored in appropriate cylinders for either recycling or reuse.
- 1.12.5 Always record the amount of refrigerant charge when charging a system on the maintenance record.
- 1.12.6 Air conditioning systems are not to be topped up with refrigerant, the leak is to be found and repaired before recharging the system.

1.13 Disposal of Waste Materials

Dispose of waste materials considering "Good Practices" and Environmental Laws" governing the disposal or recycling of such waste materials.

Disposal of waste materials such as, tires, antifreeze, used engine oil and filters, transmission fluid, brake fluid, differential lubricants, electronic components, batteries, scrap metals and other waste associated with motor vehicle repair and maintenance will become the property and responsibility of the Contractor.

Environmental charges will be identified as a separate line item on all quotations and invoicing records.

1.14 Transporting Crown Owned Vehicles

Drivers assigned by the Contractor to transport Government vehicles from or to the site must hold a valid Province of Ontario full "G" rated license. The driver must be covered by the Contractor's current insurance policy while operating the vehicle.



1.15 Payment to Contractor for Work Completed

Upon completion of a work order the Contractor will invoice directly and be paid by ARI Financial Services Inc. This Service Provider handles Government motor fleet expenses and makes payments for the Departments.

It is mandatory that the Contractor use the ARI Financial Services Inc., system for all financial transactions.

The Contractor will not invoice The Harrow Research and Development Centre directly, but will send electronically to the Site Authority the following information:

When issuing work completed records and quotations to the Site Authority all items in 1.15.1 will be shown on the electronic document in line item format complete with extended pricing.

- 1.15.1 One (1), electronic document outlining the work completed by the Contractor, associated labor, parts and materials, any applicable environmental charges and taxes.
- 1.15.2 This electronic document will only be used for tracking vehicle maintenance and expenses, it is not an invoice.

2.0 Scope of Work

The extent of work to be performed during the course of the Standing Offer Agreement will be determined by such factors as availability of funds, number of vehicles in the fleet requiring periodic maintenance and the number of vehicle break downs. The following will form a major part of the Contractor's requirement.

2.1 Damage to Vehicles

Any damage to any part of a vehicle should be reported to the Site Authority as soon as possible. It is suggested that the Contractor perform a vehicle walk around before leaving the site when picking up a vehicle.

2.2 Additional Work

When any vehicle is in for service, and during inspection the Contractor finds additional work that requires immediate attention the Contractor will follow the following protocol:

- 2.2.1 The Contractor will notify the Site Authority before commencing work on additional repairs with a cost of \$150.00 plus GST or more.
- 2.2.2 The Contractor will provide a quotation for the additional work in electronic format.
- 2.2.3 The Contractor will not proceed with any additional repairs without electronic mail confirmation by the Site Authority.
- 2.2.4 No overtime shall be charged by the Contractor, and none will be paid by AAFC.

Attachments:

- *Attachment #1: Fleet list*
- *Attachment #2: Task Check list*



**ATTACHMENT #1
FLEET LIST**

Asset #	Plate	Make	Model	Year	Colour	Assignment
34891	AF62549	GM VOLVO	Diesel Tractor	1989	White	McCormick, Jeff
<u>74075</u>	FX9 997	Ford	F 350	2000	White	Gillanders, R
<u>82612</u>	CM7 662	Chevrolet	Express	2002	Blue	Gignac, J
<u>90743</u>	952 2FJ	Chevrolet	Silverado	2003	Blue	Field Pool
<u>90751</u>	4973LM	Chevrolet	Silverado	2003	Blue	Attewell, T/Stasko
<u>112604</u>	2588MR	Dodge	Ram	2004	Red	Gadsby, M
<u>112605</u>	MK6 211	Dodge	Ram 1500	2004	Red	Wu, O
<u>116549</u>	KY7 440	Chevrolet	Silverado	2005	Red	Bosveld, K
<u>116576</u>	RP7 572	Dodge	Ram 1500	2005	Blue	Lawrence, D
<u>122241</u>	642 8RT	Dodge	Gr. Caravan	2006	Gold	Field Pool
<u>122344</u>	642 7RT	Dodge	Gr. Caravan	2006	Blue	Harwood, B
<u>122375</u>	644 1RT	Dodge	Ram 1500	2006	Blue	Calder, W-Mannel
<u>122376</u>	644 2RT	Dodge	Ram 1500	2006	Blue	Attewell, T/Stasko
<u>122394</u>	AXNV 799	Chrysler	Sebring	2006	Blue	Pool
<u>123598</u>	AZMM 897	Chevrolet	Impala	2007	Blue	Pool
<u>123617</u>	567 3TX	Ford	F 250	2008	Grey	Shi, M
<u>125341</u>	BECZ 782	Dodge	Avenger	2009	Silver	Pool
<u>125382</u>	821 3FF	Ford	F 150	2009	Grey	Reeb, M
<u>126305</u>	BHRC 993	Chevrolet	Impala	2010	Silver	Pool
<u>126348</u>	BHVZ 329	Ford	Escape	2010	Silver	Pool
<u>126533</u>	BJEXO 11	Dodge	Caravan	2010	Blue	Field Pool
<u>126534</u>	BJEX 013	Dodge	Caravan	2010	Blue	Rinas, K
<u>126808</u>	707 8YH	Dodge	Ram	2010	Blue	Lepp.E
<u>127786</u>	399 5FL	Dodge	Caravan	2011	Black	Pool
<u>127800</u>	BLFZ 147	Jeep	Liberty	2011	Black	KTT
<u>127801</u>	BLFZ 148	Jeep	Liberty	2011	Black	KTT
<u>128195</u>	113 9ZP	Chevrolet	Colorado	2011	Blue	KTT
<u>128654</u>	AB35 876	Ford	F 350	2012	Blue	Rupert, T
<u>128825</u>	BNFW 531	Jeep	Grand	2012	Blue	Johnston, D
<u>129352</u>	BRKB 305	Dodge	Gr. Caravan	2013	Black	KTT
<u>129364</u>	BRKK533	Chrysler	200	2013	Gold	Pool
<u>129977</u>	AH16350	Ford	F250	2014	Blue	
<u>130006</u>	7524FP	Ford	F250	2014	Blue	McCormick J
<u>131492</u>	AM46579	Dodge	Ram-1500	2016	Blue	R.Gillanders
<u>131525</u>	AM66092	Dodge	Ram	2016	Blue	KTT
<u>131733</u>	AN18157	Dodge	Ram-1500	2016	Blue	Mannel, S
<u>131734</u>	AM97823	Dodge	Ram-1500	2016	Blue	Stasko.G
<u>131944</u>	BZF A570	GM	Volt	2016	Grey	New
<u>131945</u>		Ford	Fusion	2016		



**ATTACHMENT #2
TASK LIST**

TASK CHECK LIST "A"

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	Oil and Filter Change, Lubrication & Inspections Motor Vehicle
		- check condition of tire's and air pressure
		- check battery posts and cable connections
		- check exterior lights, turn signals & 4 ways
		- check radiator hose condition, connections
		- check power train for oil leaks
		- check windshield and mirrors for breakage
		- check spare tire condition and air pressure
		- check wiper blade operation and condition
		- check and top up all fluid levels
		- check condition of all drive belts
		- check hydraulic brake hoses for cracks/leaks
		- check cooling system for leaks or damage
		- check fuel system for leaks
		- change engine oil and install new filter
		- lubricate chassis suspension where required
		- lubricate door hinges, locks and hinges
Other Work/Checks Requested by Authority:		



TASK CHECK LIST "B"

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	OEM Scheduled Vehicle Maintenance Motor Vehicle
		- visually check drum and disk brake systems
		- check shock absorbers, springs and struts
		- check universal joints, CV joints & boots
		- check spark plug condition (1 spark plug)
		- check power train for lubricant leaks
		- check water pump and hoses for coolant leaks
		- check thermostat housing for coolant leaks
		- check antifreeze level and strength
		- check air cleaner element and belts
		- replace fuel and air filters
		- tire rotation

Other Work/Checks Requested by Authority:

Empty box for additional work or checks requested by authority.



TASK CHECK LIST "C"

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	OEM Scheduled Vehicle Maintenance Motor Vehicle
		- check wheel bearing adjustments
		- visually inspect steering linkages
		- check rear defrost and heater/defrost operation
		- check dash and interior lighting systems
		- check all dash warning lights and or gauges
		- check engine wiring for condition
		- check exhaust system for condition and leaks
		- check condition of fuel tank and lines
		- check electric fuel pump for leaks
		- check seat belt operation & SR System
		- check block heater operation
		- check emission control system (print out)
		- drain, flush and refill cooling system
		- transmission service
		- clean fuel injectors
Other Work/Checks Requested by Authority:		



TASK CHECK LIST "D"

Motor vehicle "Task Check List D" is for "Exterior Washing of the Vehicle, the frequency for this task is every two (2), weeks.

Please note, if the interior of the vehicle or trunk area is found to be dirty when brought in for exterior washing, please proceed with the interior cleaning as per Motor Vehicle E Check List Tasks.

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	Exterior Washing of Vehicles Motor Vehicle
		- wash exterior of vehicle
		- clean wheel covers and apply tire care product
		- provide exterior inspection of vehicle
		- inspect interior of vehicle, see note above
		- inspect trunk area, see note above
Other Work/Checks Requested by Authority:		



TASK CHECK LIST "E"

Motor vehicle "Task Check List E" is for "Exterior Washing and Interior Cleaning of the Vehicle, the frequency for this task is every second exterior wash.

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	Vehicle Exterior Washing & Interior Cleaning Motor Vehicle
		- wash exterior of vehicle
		- clean interior dash, rear deck and console
		- wash floor mats and vacuum interior
		- clean interior window glass and mirror
		- clean wheel covers and apply tire care product
		- provide exterior inspection of vehicle
		- shampoo interior carpets as required
		-shampoo interior seats as required
		- stain removal, interior seats as required
		- check inside trunk area, vacuum as necessary
Other Work/Checks Requested by Authority:		



TASK CHECK LIST "F"

Motor vehicle "Task Check List F" relates directly to section 1, Item 12 outlining an annual "Air Conditioning System check up for each vehicle on the fleet list.

Frequency Annual

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	Specialty Vehicle Services Motor Vehicle
		- annual air conditioning system check, per vehicle
		- exhaust emission testing, price per unit, frequency as per Provincial requirements
Other Work/Checks Requested by Authority:		



TASK CHECK LIST "G"

Motor vehicle "Task Check List G" relates directly to charges for emergency services, or towing within 25 kilometers of the Greenhouse and Processing Crops Research Centre, in Harrow, ON.

Frequency Variable - would cover dead batteries vehicle requires jump start, a no start condition, roadside breakdown within 25 Km of Harrow.

Credit Card Number: _____ Expires: _____ Date: _____

Fleet Number	Make & Model of Vehicle	Towing and On Site Service Calls Motor Vehicle
		- pricing for towing to Contractors garage
		- pricing for on site service to start a vehicle
Other Work/Checks Requested by Authority:		



ANNEX "C"

TENDER FORM / BASIS OF PAYMENT

Note: Quantities and parts amounts are estimates and for evaluation purpose only.

YEAR 1

Date of Award- to December 31, 2017

SECTION A

A	B	C	D	E	F
Item #	Service to be Performed	Unit	Cost per Unit - During Business Hours (8am -4pm / Monday to Friday)	Estimated Quantities per year	Total cost for Service (D x E)
1	Pickup and Delivery of Vehicles to and from Agriculture Canada to the Offeror's site	Round Trip	\$ _____	150	\$ _____
2	Completion of Checklist A	Per Vehicle	\$ _____	75	\$ _____
3	Completion of Checklist B	Per Vehicle	\$ _____	30	\$ _____
4	Completion of Checklist C	Per Vehicle	\$ _____	30	\$ _____
5	Completion of Checklist D	Per Vehicle	\$ _____	280	\$ _____
6	Completion of Checklist E	Per Vehicle	\$ _____	280	\$ _____
7	Disposal of Tires, including Environmental Charge	Per Tire	\$ _____	8	\$ _____
8	Disposal of Oil & Filter, including Environmental Charge	Per Vehicle	\$ _____	90	\$ _____
9	Disposal of Other Fluids, including Environmental Charge	Per Vehicle	\$ _____	20	\$ _____



SECTION A (cont ...)

10	Disposal of Batteries, including Environmental Charge	Per Vehicle	\$ _____	5	\$ _____
11	Annual Air Conditioning System Service	Per Vehicle	\$ _____	30	\$ _____
12	Emission Testing per vehicle	Per Vehicle	\$ _____	15	\$ _____
13	Towing within Essex County (within 25 kms of Ag Canada site - during business hours)	Per Vehicle	\$ _____	3	\$ _____
14	Service Calls within 25 kms of Ag Canada site (during business hours)	Per Call	\$ _____	6	\$ _____
15	Hourly Rate for Other Work	Per Hour	\$ _____	40	\$ _____
16	Year 1 - Evaluated Limitation of Expenditure (Total F1 to F15)				\$ _____

SECTION B

	Estimate amount per year	% Discount (from Price List) (1 - % discount)	Total
OEM and After Market Parts	27,000.00\$		



OPTION 1 - YEAR 2 and 3
January 1, 2018 to December 31, 2019

SECTION A

A	B	C	D	E	F
Item #	Service to be Performed	Unit	Cost per Unit - During Business Hours (8am -4pm / Monday to Friday)	Estimated Quantities per year	Total cost for Service (D x E)
1	Pickup and Delivery of Vehicles to and from Agriculture Canada to the Offeror's site	Round Trip	\$ _____	150	\$ _____
2	Completion of Checklist A	Per Vehicle	\$ _____	75	\$ _____
3	Completion of Checklist B	Per Vehicle	\$ _____	30	\$ _____
4	Completion of Checklist C	Per Vehicle	\$ _____	30	\$ _____
5	Completion of Checklist D	Per Vehicle	\$ _____	280	\$ _____
6	Completion of Checklist E	Per Vehicle	\$ _____	280	\$ _____
7	Disposal of Tires, including Environmental Charge	Per Tire	\$ _____	8	\$ _____
8	Disposal of Oil & Filter, including Environmental Charge	Per Vehicle	\$ _____	90	\$ _____
9	Disposal of Other Fluids, including Environmental Charge	Per Vehicle	\$ _____	20	\$ _____



SECTION A (cont ...)

10	Disposal of Batteries, including Environmental Charge	Per Vehicle	\$ _____	5	\$ _____
11	Annual Air Conditioning System Service	Per Vehicle	\$ _____	30	\$ _____
12	Emission Testing per vehicle	Per Vehicle	\$ _____	15	\$ _____
13	Towing within Essex County (within 25 kms of Ag Canada site - during business hours)	Per Vehicle	\$ _____	3	\$ _____
14	Service Calls within 25 kms of Ag Canada site (during business hours)	Per Call	\$ _____	6	\$ _____
15	Hourly Rate for Other Work	Per Hour	\$ _____	40	\$ _____
16	Year 2 and 3 - Evaluated Limitation of Expenditure (Total F1 to F15) x 2 years				\$ _____

SECTION B

	Estimate amount for 2 years	% Discount (from Price List) (1 - % discount)	Total
OEM and After Market Parts	54,000.00\$		



OPTION 2 - YEAR 4 and 5
January 1, 2020 to December 31, 2021

SECTION A

A	B	C	D	E	F
Item #	Service to be Performed	Unit	Cost per Unit - During Business Hours (8am -4pm / Monday to Friday)	Estimated Quantities per year	Total cost for Service (D x E)
1	Pickup and Delivery of Vehicles to and from Agriculture Canada to the Offeror's site	Round Trip	\$ _____	150	\$ _____
2	Completion of Checklist A	Per Vehicle	\$ _____	75	\$ _____
3	Completion of Checklist B	Per Vehicle	\$ _____	30	\$ _____
4	Completion of Checklist C	Per Vehicle	\$ _____	30	\$ _____
5	Completion of Checklist D	Per Vehicle	\$ _____	280	\$ _____
6	Completion of Checklist E	Per Vehicle	\$ _____	280	\$ _____
7	Disposal of Tires, including Environmental Charge	Per Tire	\$ _____	8	\$ _____
8	Disposal of Oil & Filter, including Environmental Charge	Per Vehicle	\$ _____	90	\$ _____
9	Disposal of Other Fluids, including Environmental Charge	Per Vehicle	\$ _____	20	\$ _____



SECTION A (cont ...)

10	Disposal of Batteries, including Environmental Charge	Per Vehicle	\$ _____	5	\$ _____
11	Annual Air Conditioning System Service	Per Vehicle	\$ _____	30	\$ _____
12	Emission Testing per vehicle	Per Vehicle	\$ _____	15	\$ _____
13	Towing within Essex County (within 25 kms of Ag Canada site - during business hours)	Per Vehicle	\$ _____	3	\$ _____
14	Service Calls within 25 kms of Ag Canada site (during business hours)	Per Call	\$ _____	6	\$ _____
15	Hourly Rate for Other Work	Per Hour	\$ _____	40	\$ _____
16	<u>Year 4 and 5 Evaluated Limitation of Expenditure (Total F1 to F15) x 2 years</u>				\$ _____

SECTION B

	Estimate amount for 2 years	% Discount (from Price List) (1 - % discount)	Total
OEM and After Market Parts	54,000.00\$		

TOTAL EVALUATED AGGREGATE COST: \$ _____
Total of boxes F16(section A) and Section B including options
For evaluation purpose only

Nom

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.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.



OR

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

D) 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