



## **Invitation to Tender (ITT): 01965-17-2014**

# **FOR THE PROVISION OF WATER TREATMENT SERVICES**

**FOR**

**Agriculture and Agri-Food Canada (AAFC)**

Contracting Authority:

Mike Pignat  
Procurement/Contracts Officer  
Agriculture and Agri-Food Canada  
Central Experimental Farm Integrated Services,  
960 Carling Ave.  
Ottawa, ON K1A 0C5  
E-mail: [mike.pignat@canada.ca](mailto:mike.pignat@canada.ca)

## TABLE OF CONTENTS

### GENERAL INFORMATION

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

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

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

### PART 2: BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Optional Site Visit
- 3.0 Submission of Bid
- 4.0 Bid Preparation Instructions
- 5.0 Preparation of Technical Bid (Section 1)
- 6.0 Preparation of Financial Bid (Section 2)
- 7.0 Certification Requirements (Section 3)
- 8.0 Evaluation Procedures
- 9.0 Invitation to Tender Amendment(s)

### PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

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

### LIST OF APPENDICES & ATTACHMENTS

- Appendix A - General Conditions
- Appendix B - Statement of Work
- Appendix C - Basis of Payment
- Appendix D - Evaluation Procedures & Criteria
- Attachment #1 to Appendix D – Bid and Acceptance Form (BA)
- Appendix E - Certification Requirements
- Appendix F – Security Requirements Checklist

## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

Agriculture and Agri-Food Canada (AAFC) requires a service program for the treatment of its water used in the open recirculating, closed heating/cooling, and brine systems. AAFC has many units located in different buildings. All units are located on the Central Experimental Farm (CEF) in Ottawa.

### **2.0 SECURITY REQUIREMENTS**

The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

**At the date of bid closing**, the Security requirements must be met. The Bidder is requested to submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.1 and Part 3, Article 3.0 for additional information.

### **3.0 INTERPRETATION**

- In the Invitation to Tender "ITT",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this ITT) and any supplemental general conditions specified in this ITT and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this ITT, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;

- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this ITT, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 "Bid" 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 Bid in response to this ITT;
- 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 ITT.

## **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 should provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this ITT.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 2.1 Agriculture and Agri-Food Canada will only consider Bids 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 ITT shall form part of any Resulting Contract.

### **3.0 INCURRING COST**

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

### **4.0 ENQUIRIES - SOLICITATION PERIOD**

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the ITT. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a bid.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **seven (7)** 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 named below. Noncompliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of a Bid.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this ITT, 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)

## **5.0 RIGHTS OF CANADA**

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

## **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 ITT, the clause is to be considered as a mandatory requirement.

## **8.0 DEBRIEFING**

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

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

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

## **PART 2: BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of 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 bid, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

### **2.0 OPTIONAL SITE VISIT**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held **April 11<sup>th</sup>, 2017 at 10:00 AM** at the CEF Ottawa, 960 Carling Avenue, Ottawa. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### **3.0 SUBMISSION OF BID**

- 3.1 Bids must be submitted in hard copy as described in Article 4.0.

Due to the nature of this ITT electronic transmission of bid 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.

### **3.2 Delivery of Bids**

- 3.2.1 Bids must be delivered in a sealed envelope before the Tender Closing Time of **May 9<sup>th</sup>, 2017 at 2:00 PM**, to the following address:

Agriculture and Agri-Food Canada  
Central Experimental Farm  
K.W. Neatby Building, Security Desk, Main Lobby  
960 Carling Avenue  
Ottawa, Ontario K1A 0C6  
Attn: Mike Pignat

- 3.2.2 Bid envelopes must be clearly marked with, at minimum, the following information:
- i. ITT Solicitation Number
  - ii. Bidder Company Name & Address
  - iii. Government Department Name & Address
  - iv. Contracting Authority named in Part 3
- 3.2.3 Bid envelopes must be clearly and legibly time stamped, using the date-stamp machine located at the Bid Box.
- 3.2.4 Bid envelopes must be deposited into the Bid Box. The limitations of the Bid Box mail slot are: 10" L x 1/2" W. Envelopes must be able to fit through this slot in order to be deposited.
- 3.3 The onus for submitting bids on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their bid to the Contracting Authority.



3.4 Bids submitted in response to this ITT will not be returned.

#### 4.0 BID PREPARATION INSTRUCTIONS

4.1 The bid **should** be structured in three (3) sections as indicated below:

Section 1	Technical Proposal	1 original hard copy
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

4.2 The Bidder may **submit a bid in either official language.**

4.3 The Bidder's envelope and each copy of the bid is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the ITT Number.

#### 5.0 PREPARATION OF TECHNICAL BID (Section 1)

5.1 In the Technical Bid, the Bidder **must** demonstrate how the Bidder meets the requirements of section **2.0 Mandatory Criteria of Appendix "D" Evaluation Procedures and Criteria.**

#### 5.2 Security Requirements

5.2.1 **At the date of bid closing**, the following conditions must be met:

- (a) The Bidder must hold a valid organization security clearance (DOS) at the level of Reliability Status as indicated in Part 3 - Resulting Contract Clauses. Bidders **are requested to** provide their company's security number and address with their bid to validate this clearance.
- b) The Bidder's individuals requiring access to classified or protected information, assets or work site(s) must meet the security requirement as indicated in Part 3 Article 3.0. The Bidder **is requested to** provide the following information for all individuals who will require access to classified or protected information, assets or work sites to validate the clearance.
  - Full Name as it appears on the clearance
  - security level and number, and
  - date of birth (optional)

5.2.2 The Bidder should provide reference to the location within the technical bid where the evidence of security requirements being met can be found. AAFC reserves the right to validate the security information provided to confirm the Bidder meets the security requirements.

#### 6.0 PREPARATION OF FINANCIAL BID (Section 2)

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

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

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

## **7.0 CERTIFICATION REQUIREMENTS (Section 3)**

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

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

## **8.0 EVALUATION PROCEDURES**

- 8.1 Bids will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Bids received will be compared separately against the evaluation criteria identified therein for the total requirement described in this ITT and in conjunction with the accompanying **Statement of Work (Appendix B)**.
- 8.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Bids on behalf of Canada.
- 8.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any contract, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

## **9.0 INVITATION TO TENDER AMENDMENT(S)**

- 9.1 Any modifications to this ITT will be made through an amendment which will be sent to all bidder(s).

### **PART 3: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a Contract being awarded pursuant to ITT #01965-17-2014, the following Terms and Conditions shall form part of the Resulting Contract:

#### **1.0 GENERAL CONDITIONS**

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

#### **2.0 REQUIREMENT**

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

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

#### **3.0 SECURITY REQUIREMENT**

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

#### **4.0 CONTRACT PERIOD**

4.1 The Contract shall be from contract award to March 31, 2019.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to one (1) additional one year period under the same terms and conditions.

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

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

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

## **5.0 CONTRACTING AUTHORITY**

5.1 The Contracting Authority is:

Mike Pignat  
Procurement/Contracts Officer  
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada  
Central Experimental Farm Integrated Services,  
960 Carling Ave., Room 1127  
Ottawa, ON K1A 0C5  
E-mail address: mike.pignat@canada.ca

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

## **6.0 PROJECT AUTHORITY**

6.1 The Project Authority for the Contract is:

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

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

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

## **7.0 CONTRACTOR REPRESENTATIVE**

7.1 The Contractor Representative for the Contract is:

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

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

## **8.0 PRIORITY OF DOCUMENTS**

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Invitation to Tender number 01965-17-2014;
7. Contractor's Bid dated *(to be inserted at contract award)*.

## **9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

Not applicable.

## **10.0 REPLACEMENT OF PERSONNEL**

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Bid to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.

- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the ITT #01965-17-2014.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

#### **11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

- 11.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- (a) AAFC's premises;
  - (b) Documentation;
  - (c) Personnel for consultation;
  - (d) Office space, telephones, desk space, manuals and terminals.
- 11.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
- 11.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

#### **12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

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

#### **13.0 BASIS OF PAYMENT**

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

#### **13.2 Limitation of Expenditure**

- 13.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be inserted upon contract award). Customs duties are included and the Applicable Taxes are extra.

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

13.2.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **14.0 METHOD OF PAYMENT**

14.1 Payment will be made **no more than once per month for actual days of service incurred**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

#### **15.0 DIRECT DEPOSIT**

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

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

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

#### **16.0 INVOICING INSTRUCTIONS**

16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

16.2 In addition to Appendix A, Article GC17, invoices must be submitted on the Contractor's own invoice form and must provide an accurate description of the services provided by the Contractor which have been performed, verified and accepted by Canada.

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

## **17.0 MANDATORY CERTIFICATIONS**

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

## **18.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be removed upon contract award)***

### **18.1 (CANADIAN CONTRACTOR)**

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

### **18.2 (FOREIGN CONTRACTOR)**

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

## **19.0 INSURANCE REQUIREMENTS**

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



## 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. Page 6 of 9

#### **GC19. Assignment**

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

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

**GC20. Subcontracting**

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

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

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

**GC21. Indemnification**

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

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

**GC22. Confidentiality**

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

**GC23. Indemnification - Copyright**

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

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

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

**GC25. Ownership of Copyright**

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

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

or

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

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

## **GC26. Taxes**

### **26.1 Municipal Taxes**

Municipal Taxes do not apply.

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

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

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

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

### **26.6 Tax Withholding of 15 Percent**

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

## **GC27. International Sanctions**

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

Details on existing sanctions can be found at:

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

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

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

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

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



**GC29. Successors and Assigns**

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

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

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

**GC31. No Bribe**

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

**GC32. Errors**

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

**GC33. Performance**

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

**GC34. Gender**

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

**GC35. Survival**

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

**GC36. Severability**

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

**GC37. Contingency Fees**

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

**GC38. Integrity Provisions**

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

**GC39. Public Disclosure**

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

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

**GC40. Notice**

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

**GC41. Accuracy**

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

**GC42. Dispute Resolution Services**

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

**GC43. Contract Administration**

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

**GC44. Entire Agreement**

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

## **APPENDIX B**

### **STATEMENT OF WORK**

#### **1. INTRODUCTION**

Agriculture and Agri-Food Canada (AAFC) requires a service program for the treatment of its water used in the open recirculating, closed heating/cooling, and brine systems. AAFC has many units located in different buildings. All units are located on the Central Experimental Farm (CEF) in Ottawa.

#### **2. OBJECTIVE**

The objective of this requirement is to acquire a service program including labour; supply of chemicals/reagents and also including the supply and installation of controllers or pumps when required; in order to control scaling, corrosion and bacterial growth in the open recirculating, closed heating/cooling, and brine systems. This is to be accomplished through careful control of cycles of concentration, therefore decreasing water and energy consumption as well as increasing the efficiency of the CEF equipment.

#### **3. SCOPE OF WORK**

The Contractor must provide all necessary tools, services, labour, materials and chemicals required to execute the work on the terms and conditions contained herein. All water and related equipment must be inspected and maintained as per service schedule to ensure trouble free operation of the equipment. Cycles of concentration must be maintained between 6 and 8 for Cooling Towers and between 20 and 25 for Steam Boilers.

##### **3.1 Scheduled Service Visits**

On each scheduled service visits the technician must:

Perform all required analysis on each system to determine inhibitor levels, scaling and corrosive potentials, and bleed off levels.

Adjust treatment levels, bleed off levels, add biocides as required, check operation of chemical feed and bleed off equipment, supply and change micron filters on closed systems.

Refill chemical tanks as needed, take note of inventory, and deliver needed items directly to point of use.

Obtain samples for glycol, brine, deposit and bacterial or other laboratory analysis as required or outlined in the services schedule.

Provide, upon adequate notice, inspection of any systems or equipment treated when open for waterside inspections.

Report immediately by phone and/or email to the Departmental Representative on any critical concerns including water losses and mechanical conditions noted.

The contractor is required to change filters on the glycol systems monthly. For other systems, the contractor is required to change filters when necessary.

## **3.2 Legionella Sampling and Testing**

### **3.2.1 Sampling Requirements**

3.2.1.1 Sampling for Legionella must be conducted on:  
Cooling towers, and/or domestic water systems and/or HVAC systems as required by the Departmental Authority

3.2.1.2 Sampling for Legionella must be done twice annually.

3.2.1.3 Legionella sampling periods must be conducted between the following two periods:  
May 15 – June 15  
August 15 – September 15

3.2.1.4 The sampling must be done at least 48 hours after the last water treatment.

### **3.2.2 Testing Requirements**

3.2.2.1 Obtaining analytical services for water samples collected during the course of work is the sole responsibility of the Supplier. Samples must be analyzed by a laboratory holding current, valid accreditation from the Canadian Association of Laboratory Accreditation Inc. (CALA), the Standards Council of Canada (SCC) and/or equivalent, in accordance with the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025, and the analytical parameters must be within the Laboratory's scope of testing.

3.2.2.2 All samples must be cultured and the results reported in cfu/ml for the following:  
Legionella Pneumophila Serogroup 1  
Total Legionella Pneumophila including all Serogroups  
Non-Legionella Pneumophila Legionella

3.2.2.3 Laboratory testing methods must be based on the ISO 11731

3.2.2.4 The results are to be submitted electronically in pdf format and must include:  
The signed certificate of analysis from the laboratory that performed the culture test and interpreted the results, listing the actual numerical concentration in cfu/ml of Legionella Pneumophila Serogroup 1, Total Legionella Pneumophila including all Serogroups, and Non-Legionella Pneumophila Legionella.

Chain of custody form for each sample collected and transported to the laboratory

3.2.2.5 In the event that the collected samples are deemed not to be in a good condition, and/or compromised or for any reason results would be considered unreliable by the laboratory, an AAFC representative must be notified, by email immediately, and the entire cost including recollection and retesting of the sample will be at the expense of the Supplier.

### 3.3 Chemicals

- a) Provide and add all chemicals required to maintain acceptable steel and copper corrosion inhibitor and biocide levels. Chemicals required for the cooling tower/condenser regardless of operation hours or temperatures encountered must be included. No surcharge to be assessed based on water usage.
- b) Provide all chemicals required to maintain closed systems steel and copper corrosion inhibitor levels. This includes a sufficient amount to recharge system after flushing or small losses up to three times the system volume per year and to recharge system after unexpected large losses provided water losses are repaired within thirty (30) days.
- c) Provide all chemicals required to maintain glycol systems steel and copper corrosion inhibitor levels as yearly laboratory analysis indicates. Glycol to be provided by AAFC.
- d) Provide and add any additional chemical(s) required as per all analysis and test. This includes, but not limited to, pH buffers, specialized steel and copper corrosion inhibitors and dispersants.
- e) Provide technical assistance whenever AAFC is installing controllers and/or injection pumps.
- f) All CEF installations are equipped with liquid chemical systems. The Contractor must not change any of the liquid systems without written approval of the Technical Authority.
- g) All chemicals must be added to the systems by the contractor's service personnel.
- h) All chemicals must be delivered directly to the point of use without assistance from AAFC. The empty containers removed and disposed of at no additional charge.
- i) Chemicals stored at each site must be kept to a minimum. At no time should more than approximately two months of supply be stored on site.
- j) Chemicals must be stored in spill proof containers with a containment tubs.

#### 3.3.1 Acceptable/unacceptable

For **Open Recirculating Cooling Water Systems**, only all organic scale and corrosion inhibitors can be used. Molybdate, chromate and high phosphate chemical must not be used. Only non-oxidizing biocides can be used. Chlorine and bromine based biocides must not be used. A dual biocide program using biocides with different kill mechanics must be used to reduce chances of immunities developing. All biocides must be approved for use in recirculating water systems and labels must indicate the PCP registration number.

For **Closed Heating/Cooling Systems**, only all organic or molybdate corrosion inhibitors can be used. Nitrite, phosphate and chrome based chemicals must not be used.

For **Steam Boiler Systems**, only all organic corrosion inhibitors can be used. Phosphate and molybdate based chemicals must not be used.

#### 3.4 Closed System Cleaners

The contractor must provide and inject cleaners to any closed system treated if deemed necessary by contractors test results or if requested by AAFC. Once flushing is complete, contractor must add the required chemicals to return system to normal operating levels.

Flushing, draining and filling the closed systems must be done by AAFC personnel. The contractor must provide advisory services to AAFC regarding the flushing of the systems.

### **3.5 Analysis and testing**

Provide all laboratory analyses required in order to achieve present Statement of Work.

Provide microbiological identification, bacteria levels, biocide efficacy studies, complete glycol and also brine and deposit analysis.

Carry out corrosion test using ASTM strip coupons in any system suspected of excess corrosion or at the request of AAFC. The contractor must supply coupons.

When test or analyses results show abnormal levels or readings, proceed with corrective measures and repeat test and/or analysis until situation is back to normal.

### **3.6 Quotes**

When requested by AAFC, the contractor must provide a detailed quote for any repairs and for the chemical cleaning of the pressure vessels such as converters and boilers.

## **4. GENERAL REQUIREMENTS**

### **4.1 Repairs**

The Contractor must have written departmental representative approval before undergoing any work that is outside the scope of work.

When repairs are authorized on the chemical feed equipment owned by AAFC, removal and installation of this equipment must be done only by AAFC. The contractor must provide replacement chemical feed equipment, where possible, to AAFC at no charge while repairs are conducted. Any contractor owned equipment installed is the sole responsibility of the contractor.

### **4.2 Emergency Calls**

It is mandatory that all emergency calls be answered immediately and that a qualified technician be on site within forty eight (48) hours of receiving the call on a 24 hour, 7 day basis at no extra cost to AAFC. In case of a spill or any other emergency, the contractor must be able to provide information.

### **4.3 Technical Support**

The contractor must provide technical support services required to achieve the objective of this requirement.

### **4.4 Scheduling**

Regular maintenance must be performed during regular working hours, Monday through Friday, excluding legal holidays. Within 30 days after contract award the Contractor must provide a detailed schedule of preventive maintenance to be applied for the term of this contract. This schedule must contain and reflect the maintenance to be applied for the term of this contract. The proposed schedule and all subsequent modifications must be approved by the Department Representative or his delegate and shall form part of this Contract. Any change to the schedule must be submitted a minimum of three (3) working days before either the scheduled or the proposed date.

### **4.5 Unscheduled visits**

Before any unscheduled visit, the contractor must contact the Departmental Representative or his delegate in order to meet him at arrival on site.

#### **4.6 Material Safety Data Sheets**

Material Safety Data Sheets (MSDS) must be available in printed and electronic copy, French/English, for all used products. Current copies of MSDS, for all on-site used products, must be conspicuously posted near the on-site chemical storage. A copy of all MSDS intended to be used in the implementation of the water treatment program must be submitted, French/English, before contract award.

#### **4.7 WHMIS Labels and Biocide Registration**

A sample label for all intended chemicals required to implement the water treatment program and a sample label for all biocides intended to be used, clearly showing the Control Products Registration Number to be used, must be submitted before contract award.

#### **4.8 Spills**

The Contractor must be equipped with spill clean-up kits at all time when on site and technicians must be trained in spill clean-up.

#### **4.9 Dangerous Goods**

All service personnel, working on this requirement, must be certified for the Transportation of Dangerous Goods (TDG) and maintain the appropriate TDG logs.

#### **4.10 Communication**

- a) All formal communication regarding work (e.g. letters of direction, approvals, etc.) will be between the Supplier and the Departmental Representative.
- b) The Departmental Representative will provide the Supplier with on-site contacts, however the Departmental Representative shall be copied on any communication with employees.
- c) The Departmental Representative shall be kept aware of all project schedule changes, major findings and milestones.
- d) The Supplier will provide a regular status report detailing progress to date, outstanding issues, and problems encountered. This report can be sent by e-mail to the Departmental Representative.
- e) Any queries about the project from the public, the media or others shall be referred to the Departmental Representative.
- f) All documents must be submitted in the language requested by the Departmental Representative.
- g) Where samples demonstrate clear concerns early in the analysis, the laboratory must contact a designated representative by telephone and follow up by email immediately to provide an advanced warning of potential health concerns.
- h) Results of all Legionella Bacteria culture tests must be determined and reported to AAFC no more than 15 days following the collection of the sample.
- i) Within the same day of receipt of results from the laboratory, the Supplier must send electronic notification of the results of all Legionella bacteria culture tests to the appropriate AAFC representatives (who will be identified upon contract award).

## 5. DELIVERABLES

The contractor must provide the following reports:

Monthly Reports, paper and/or electronic. Reports must be submitted to the Departmental Representative within two (2) weeks of the completion of the applicable monthly scheduled service and include any relevant information such as water losses and mechanical conditions.

Legionella Sampling and Testing Reports, paper and/or electronic. Reports must be submitted to the Departmental Representative within fifteen days following the collection of the sample and include all relevant information.

Annual Report, paper and/or electronic, for each site. This report must include a table and a graphic of all test results and also show recommended control levels.

All submitted reports must outline any encountered problem(s) and detail applied or recommended corrective measure(s). All submitted reports must also include:

- date and time of service
- building name and/or location
- technician's name and signature
- equipment identification (model and serial numbers)
- work performed
- parts replaced
- condition of equipment

## 6. DESCRIPTION OF SERVICED EQUIPMENT

Location	Description	Capacity	Chemical Feed Systems
Bldg. 12	Chiller	7.5 T	Pot Feeder
	Hot Water Boiler		Pot feeder
Bldg. 18	Steam Boiler	500,000 BTU	
Bldg. 20	Cooling Tower 1	60 T	Auto Feed / Bleed / Bio
	Cooling Tower 2	150 T	Auto Feed / Bleed / Bio
	Cooling Tower x 2	450/900 T	Auto Feed / Bleed / Bio
	Chilled Water	2000 IMPG	Feeder / Filter Housing
	HWH (Reheat)		Pot feeder & Filter
	Glycol	Preheat	Feeder & Filter
	Steam Boilers x 2	500 HP – 15m BTU	
Bldg. 21	Cooling Tower	300 T	Auto Feed / Bleed / Bio
	Glycol	Preheat	Filter Housings
	Glycol	Pre & Heating	
	Hot Water Boiler 1		
	Hot Water Boiler 2		
	Hot Water Boiler 3		
	Hot Water Boiler 4		
	Steam Boilers x 2	1,000,000 BTU	
Bldg. 22	Cooling Tower	2 x 200 T	Auto Feed / Bleed / Bio
	Chilled		Feeder & Filter
	HWH Reheat		Auto Feed / Bleed / Bio
	Glycol x 2		
		Steam Boilers x 2	250 HP – 7,5m BTU



## 6. DESCRIPTION OF SERVICED EQUIPMENT (cont'd)

Location	Description	Capacity	Chemical Feed Systems
Bldg. 23	Hot Water Boiler		
Bldg. 34	Hot Water Boiler		
Bldg. 49	Cooling Tower	150 T	Auto Feed / Bleed
	Steam Boiler	1,200,00 BTU	
Bldg. 50	Cooling Tower	40 T	Auto Feed / Bleed / Bio
	Steam boiler 1	3 MBTH	
	Steam boiler 2	3 MBTH	
Bldg. 55	Hot Water Heating		Filter & Pot Feeder
	Glycol for HVAC		
Bldg. 57	Hot Water Heating		Pot Feeder
	Glycol for HVAC		Pot Feeder
Bldg. 59	Chiller/Glycol System		Filter & Pot Feeder
	Hot Water Heating		
Bldg. 72	Steam Boiler	1,084,000 BTU	
Bldg. 74	Chiller	24 T	
	Hot Water Boiler		
Bldg. 75	Hot Water Heating		Pot Feeder
Bldg. 85	Hot Water Boiler		
Bldg. 88	Steam Boilers x 2	1,200,000 BTU	
Bldg. 91	Glycol Boiler x 2	1 MBTH (50/50 mix)	
Bldg. 94	Hot Water Boilers x 3		
Bldg. 97	Hot Water Boiler		
Bldg. 98	Hot Water Boiler		Filter & Pot Feeder
Bldg. 99	Cooling Tower	40 T	Auto Bleed / Timer Feed
	Steam Boiler	500,000 BTU	
Bldg. 106	Hot Water Boiler		
Bldg. 110	Cooling Tower	20 T	Pump / Tank / Timer
	Steam Boiler	1,054,000 BTU	
Bldg. 114	Steam Boiler	8 HP / 278,000 BTU	Pump / Tank / Timer
Bldg. 140	Cooling Tower	40 T	
Bldg. 143	Hot Water Boiler		

## **APPENDIX C**

### **BASIS OF PAYMENT**

#### **1.0 General**

Payment shall be in accordance with **article 14. and 15. of Part 3, and Appendix 'A' – Terms of Payment.**

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

#### **2.0 Pricing Basis**

The Contractor shall be paid in accordance with the following for work performed under the Contract.

**YEAR 1**  
**(June 1, 2017 to May 31, 2018)**

Systems description and locations	Visits time and frequency	Total number of services/visits (A)	Cost per service (visit) (B)	Annual cost (A x B)
<b>Building 12</b>				
Chiller	June + August	2	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 18</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 20</b>				
Cooling Tower 1	Twice a month	24	\$	\$
Cooling Tower 2	Twice a month	24	\$	\$
Cooling Tower x 2	Twice a month June to September	8	\$	\$
Chilled Water	Twice a month June to September	8	\$	\$
HWH (Reheat)	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$
<b>Building 21</b>				
Cooling Tower	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
Hot Water Boiler 4	Once a month November to April	6	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 22</b>				
Cooling Tower	Twice a month June to September	8	\$	\$
Chilled	Twice a month June to September	8	\$	\$
HWH Reheat	Once a month November to April	6	\$	\$
Glycol x 2	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$

<b>Building 23</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 34</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 49</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 50</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 55</b>				
Hot Water Heating	Once a month November to April	6	\$	\$
Glycol for HVAC	Once a month November, January + March	3	\$	\$
<b>Building 59</b>				
Chiller/Glycol System	Twice a month June to September	8	\$	\$
Hot Water Heating	Once a month November to April	6	\$	\$
<b>Building 72</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 74</b>				
Chiller	Once a month May, July and Sept.	3	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 85</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 88</b>				
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 91</b>				
Glycol Boiler 1	Once a month November to April	6	\$	\$
Glycol Boiler 2	Once a month November to April	6	\$	\$
<b>Building 94</b>				
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
<b>Building 97</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$

<b>Building 98</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 99</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 106</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 110</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 114</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 140</b>				
Cooling Tower	Twice a month	24	\$	\$
<b>Building 143</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
Legionella Testing on 11 x Cooling Towers	Twice annually	2	\$	\$
<b>TOTAL YEAR 1 (Y1)</b>				<b>\$</b>

**Year 2**  
**(June 1, 2018 to May 31, 2019)**

Systems description and locations	Visits time and frequency	Total number of services/visits (A)	Cost per service (visit) (B)	Annual cost (A x B)
<b>Building 12</b>				
Chiller	June + August	2	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 18</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 20</b>				
Cooling Tower 1	Twice a month	24	\$	\$
Cooling Tower 2	Twice a month	24	\$	\$
Cooling Tower x 2	Twice a month June to September	8	\$	\$
Chilled Water	Twice a month June to September	8	\$	\$
HWH (Reheat)	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$
<b>Building 21</b>				
Cooling Tower	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
Hot Water Boiler 4	Once a month November to April	6	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 22</b>				
Cooling Tower	Twice a month June to September	8	\$	\$
Chilled	Twice a month June to September	8	\$	\$
HWH Reheat	Once a month November to April	6	\$	\$
Glycol x 2	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$

<b>Building 23</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 34</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 49</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 50</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 55</b>				
Hot Water Heating	Once a month November to April	6	\$	\$
Glycol for HVAC	Once a month November, January + March	3	\$	\$
<b>Building 59</b>				
Chiller/Glycol System	Twice a month June to September	8	\$	\$
Hot Water Heating	Once a month November to April	6	\$	\$
<b>Building 72</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 74</b>				
Chiller	Once a month May, July and Sept.	3	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 85</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 88</b>				
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 91</b>				
Glycol Boiler 1	Once a month November to April	6	\$	\$
Glycol Boiler 2	Once a month November to April	6	\$	\$
<b>Building 94</b>				
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
<b>Building 97</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$

<b>Building 98</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 99</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 106</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 110</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 114</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 140</b>				
Cooling Tower	Twice a month	24	\$	\$
<b>Building 143</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
Legionella Testing on 11 x Cooling Towers	Twice annually	2	\$	\$
<b>TOTAL YEAR 2 (Y2)</b>				<b>\$</b>



**Option Year  
(June 1, 2019 to May 31, 2020)**

Systems description and locations	Visits time and frequency	Total number of services/visits (A)	Cost per service (visit) (B)	Annual cost (A x B)
<b>Building 12</b>				
Chiller	June + August	2	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 18</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 20</b>				
Cooling Tower 1	Twice a month	24	\$	\$
Cooling Tower 2	Twice a month	24	\$	\$
Cooling Tower x 2	Twice a month June to September	8	\$	\$
Chilled Water	Twice a month June to September	8	\$	\$
HWH (Reheat)	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$
<b>Building 21</b>				
Cooling Tower	Monthly	12	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Glycol	Once a month November, January + March	3	\$	\$
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
Hot Water Boiler 4	Once a month November to April	6	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 22</b>				
Cooling Tower	Twice a month June to September	8	\$	\$
Chilled	Twice a month June to September	8	\$	\$
HWH Reheat	Once a month November to April	6	\$	\$
Glycol x 2	Once a month November, January + March	3	\$	\$
Steam Boiler 1	Twice a month October to May	16	\$	\$
Steam Boiler 2	Twice a month October to May	16	\$	\$

<b>Building 23</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 34</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 49</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 50</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 55</b>				
Hot Water Heating	Once a month November to April	6	\$	\$
Glycol for HVAC	Once a month November, January + March	3	\$	\$
<b>Building 59</b>				
Chiller/Glycol System	Twice a month June to September	8	\$	\$
Hot Water Heating	Once a month November to April	6	\$	\$
<b>Building 72</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 74</b>				
Chiller	Once a month May, July and Sept.	3	\$	\$
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 85</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 88</b>				
Steam Boiler 1	Once a month November to April	6	\$	\$
Steam Boiler 2	Once a month November to April	6	\$	\$
<b>Building 91</b>				
Glycol Boiler 1	Once a month November to April	6	\$	\$
Glycol Boiler 2	Once a month November to April	6	\$	\$
<b>Building 94</b>				
Hot Water Boiler 1	Once a month November to April	6	\$	\$
Hot Water Boiler 2	Once a month November to April	6	\$	\$
Hot Water Boiler 3	Once a month November to April	6	\$	\$
<b>Building 97</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$

<b>Building 98</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 99</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 106</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
<b>Building 110</b>				
Cooling Tower	Twice a month	24	\$	\$
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 114</b>				
Steam Boiler	Once a month November to April	6	\$	\$
<b>Building 140</b>				
Cooling Tower	Twice a month	24	\$	\$
<b>Building 143</b>				
Hot Water Boiler	Once a month November to April	6	\$	\$
Legionella Testing on 11 x Cooling Towers	Twice annually	2	\$	\$
<b>TOTAL OPTION YEAR (OY)</b>				<b>\$</b>

## APPENDIX D

### EVALUATION PROCEDURES & CRITERIA

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

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

- 1.1 The evaluation process is designed to identify a qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Bid requirements that will be used to evaluate Bidders' responses to the ITT.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. Bids must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Bid will be made on the basis of the LOWEST PRICE for the financial bid. Lowest price will be determined by the lowest "Total Price of the Bid" per Attachment #1 to Appendix D Bid and Acceptance Form (BA).

In the event that two financial bids are received with the same "lowest price", the contract will be awarded to the Bidder with the lowest price for Year 2 (Y2) in Appendix C.

- 1.4 To be considered Compliant, a Bid Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;

- 1.6 The price of the Bid will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Bid to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Bid non-responsive. **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 should be fully demonstrated in the Bid (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Bid Preparation Instructions in Part 2, Article 4.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

## 2.0 MANDATORY REQUIREMENTS

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

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

#	Mandatory Criteria Description	Meets (Yes/No)
M1	<p>The bidder must demonstrate that he is an established water treatment service provider for at least the past five (5) years.</p> <p>Copies of incorporation, contracts, invoices, certifications or a combination thereof should be used in order to demonstrate this experience.</p>	
M2	<p>The Bidder must submit proof of accreditations (e.g., copy of certificate) of the laboratories to be used for Legionella sample analyses</p>	
M3	<p>The bidder must provide proof that all employees proposed to work as part of this statement of work have a minimum of three (3) years of experience in the field of water treatment similar to this requirement.</p>	
M4	<p>The bidder must submit two (2) references of recent clients whose sites are comparable to the CEF by being composed of multipurpose buildings equipped with several different types of HVAC devices.</p> <p>For each reference the bidder must provide:</p> <ul style="list-style-type: none"><li>i) Contact name</li><li>ii) Phone number</li><li>iii) Business Name/Government Department</li><li>iv) Number of buildings</li><li>v) Number and brief description of units serviced.</li></ul>	

## 3.0 FINANCIAL BID

3.1 The Bidder is requested to complete the Bid and Acceptance Form (BA) found in Attachment #1 to Appendix D which will form the Financial Bid.

## 4.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to "Total Bid Amount". The Bidder with the lowest "Total Bid Amount" will be awarded the contract.

**ATTACHMENT #1 TO APPENDIX D**

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Water treatment services, CEF Ottawa  
960 Carling Avenue, Ottawa, Canada  
Solicitation # 01965-17-2014

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

PBN: \_\_\_\_\_

**BA03 THE OFFER**

The amounts in this table must be taken directly from the Bidder's entries in Appendix C – Basis of Payment section 2.0 Pricing Basis.

Total Year 1 (Y1)	Total Year 2 (Y2)	Option Year (OY)
\$	\$	\$
<b>Total Bid Amount (Y1 + Y2 + OY):</b>		\$ _____

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **Total Bid Amount** of \$ \_\_\_\_\_ excluding GST/HST.  
(amount in numbers)

**BA04 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be Part 3 – Resulting Contract Clauses and all documents included in the Appendix List.

**BA05 SIGNATURE**

\_\_\_\_\_  
*Name and title of person authorized to sign on behalf of Bidder (Type or print)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX E**

**CERTIFICATION REQUIREMENTS**

The following certification requirements apply to this Invitation to Tender (ITT) document. Bidders should include, with their bid, 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 **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) PRICE/RATE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) VALIDITY OF BID**

It is requested that bids submitted in response to this Invitation to Tender be:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**E) AVAILABILITY AND STATUS OF PERSONNEL**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this ITT, the employees proposed in its bid 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 bid 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 bid from further consideration.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G) JOINT VENTURES**

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

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

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

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

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

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

3. Definition of joint venture

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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 blank, the date will be deemed to be the bid 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)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**INTEGRITY PROVISIONS - LIST OF NAMES**

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**APPENDIX F**  
**SECURITY REQUIREMENTS CHECKLIST**



Contract Number / Numéro du contrat 17-2014
Security Classification / Classification de sécurité Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine AAFC		2. Branch or Directorate / Direction générale ou Direction CMB
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail Water treatment service for buildings 12, 20, 21, 22, 49, 50, 55, 59, 74, 94, 97, 98, 99, 106, 110, 114, 140, 142 and 143.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat 17-2014
Security Classification / Classification de sécurité Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Tom Pucci	Title - Titre Operation and Maintenance Supervisor	Signature 
Telephone No. - N° de téléphone 613-759-1569	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel tom.pucci@agr.gc.ca
Date		

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
Date		

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Mike Pignat	Title - Titre Contracts/Procurement Officer	Signature 
Telephone No. - N° de téléphone 613-759-6157	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mike.pignat@canada.ca
Date MARCH 21, 2017		

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
Date		