



Request for Proposal (RFP): 01B46-17-116

FOR THE PROVISION OF

Monitoring of Heating and Air Conditioning Equipment

FOR

Sherbrooke Research and Development Centre 2000 College, Sherbrooke, QC, J1M 0C8

Tenders must be received by: 2:00 PM, local Time

**On November 3, 2017 at the following
address:**

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre

TENDER RECEIVING UNIT

2001 Robert-Bourassa Blvd, Suite 671-TEN
Montreal, QC
H3A 3N2

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



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

The purpose of the request for proposal is to engage the services of a stationary engineer to monitor the heating and air-conditioning equipment in Building 1 – the main building at Agriculture and Agri-Food Canada’s Sherbrooke Research and Development Centre.

2.0 SECURITY REQUIREMENTS

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

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

3.0 INTERPRETATION

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



- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two (2) 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 at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, 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 Proposal in whole or in part, without prior negotiation;
 - 2. Reject any or all Proposals received in response to this RFP;
 - 3. Cancel and/or re-issue this RFP at any time;
 - 4. Ask the Bidder to substantiate any claim made in the Proposal;
 - 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
 - 6. Award one or more Contracts;
 - 7. Retain all Proposals submitted in response to this RFP.

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 RFP, 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. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

10.0 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 on **October 26, 2017 at 1:30 PM** at the Sherbrooke Research and Development Centre located at 2000 College st., Sherbrooke, QC, J1M 0C8.

Bidders will be requested to sign an attendance form. 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.

PART 2: PROPOSAL 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 Quebec.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.

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

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

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



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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

4.2 Security Requirements

4.2.1 Security Profile Verification

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

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

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

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

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

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

The bidder must complete and sign Appendix C (Financial Proposal)

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

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



However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid. Any indication of the old or the new total price will get the Proposal discarded automatically.

6.0 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 proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a 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.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified **in Appendix D**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
 - a) seek clarification or verification from 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.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)



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



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B46-17-116, 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 REQUIREMENTS

There is a security requirement associated with the work.

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

4.0 CONTRACT PERIOD

4.1 The Contract shall be from the date of contract award to March 31 2020.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Jean-François Lemay
Contracting agent
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,



Montréal, Qc., H3A 3N2
Tel.: 514-315-6196
Fax: 514-283-1918
E-mail: jean-francois.lemay@agr.gc.ca

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

6.0 PROJECT AUTHORITY

- 6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

- 7.1 The Contractor Representative for the Contract is:

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

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

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;



6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

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

1. The article of agreement;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Financial Proposal, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B46-17-116;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.



- 10.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP.
- 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.
- 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 AND METHOD PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Financial Proposal (Appendix C).

14.0 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

15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

16.0 MANDATORY CERTIFICATIONS

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

17.0 NON-PERMANENT RESIDENT

(the non-applicable clause will be deleted at contract award)

17.1 (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to



fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

17.2 (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.

18.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

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

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

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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

4.3 The Contractor shall:

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

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

GC5. Inspection and Acceptance

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

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

GC6. Amendments and Waivers

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

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

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

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

GC7. Time of the Essence

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

GC8. Excusable delay

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

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

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

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

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

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

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

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

GC9. Termination of convenience

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

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

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

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

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

GC10. Termination due to Default of Contractor

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

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

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

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

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

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

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

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

- 15.1 For the purposes of this clause:
- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
 - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

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

GC19. Assignment

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

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

GC20. Subcontracting

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

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

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

GC21. Indemnification

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

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

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

or

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

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code

or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Integrity Provisions

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

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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

APPENDIX B STATEMENT OF WORK

INDEX

Specifications Section

1. General
2. Scope of work
3. Hours of work, security
4. Working conditions
5. Building Authority
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7. Log book
8. Cleaning
9. Deficiencies
10. Security requirements

General safety requirements

1. General clauses
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SPECIFICATIONS

1. GENERAL

BACKGROUND

The purpose of the contract is to engage the services of a stationary engineer to monitor the heating and air-conditioning equipment in Building 1 – the main building at Agriculture and Agri-Food Canada's Sherbrooke Research and Development Centre.

REQUIRED QUALIFICATIONS

The person responsible for monitoring must have the following stationary qualification certificates, as issued by the Société québécoise de développement de la main-d'œuvre [Quebec Labour Force Development Corporation]: Energy Production, Class 4 and Refrigeration Apparatus, Class B. Contractor's personnel may be required to provide their Certificates of Qualification at any time during the course of the contract.

Only qualified technicians with appropriate certification will be allowed to perform work associated with equipment monitoring.

The Contractor will be fully liable for tools, breakage or incompetence attributable to its staff.

2. SCOPE OF WORK

2.1 General

- 2.1.1 No drawings are attached to these specifications. If necessary, drawings may be consulted on site.
- 2.1.2 The equipment to be monitored during each visit is located in Building 1 of Agriculture and Agri-Food Canada's Sherbrooke Research and Development Centre at 200 du Collège Street in Sherbrooke, Quebec, and it is described in the table below:

Type	Location	Capacity (kW)
CH-VAP / Low-pressure water-tube steam boiler	301	281
CH-1/ Low-pressure hot water boiler	A3	402
CH-2/ Low-pressure hot water boiler	A3	402
CH-3/ Low-pressure hot water boiler	A3	402
REF-1 (WGZ100D) / Group A-1 high-pressure screw chiller	301	80
REF-2 (WGZ100D) / Group A-1 high-pressure screw chiller	301	80
REF-3 (WGZ035D)/ Group A-1 high-pressure screw chiller	301	28
TR-1 Closed-loop water tower	301	
TR-2 Closed-loop water tower	301	

2.2 ACTIVITIES REQUIRED DURING VISITS (non-exhaustive list)

Periodic monitoring must be conducted daily on the days listed in item 3 of this section at a rate of one (1) hour per 24 hours as set out in the Regulation respecting stationary enginemen, M-6, R.I.

Visits will begin at 8:00 a.m., and the maximum interval between two (2) consecutive visits is not to exceed 24 hours.

The tasks to be completed during the site visit include, but are not limited to, the following:

1. Keeping a log book indicating the installation or facility, the location, the date, the time, the systems and/or components in operation at the time of the visit, the readings of measuring instruments installed on machines and systems, the use of reading slips by operating staff on site, a description of abnormal conditions, the steps taken and a signature
2. Draining water columns
3. Checking the function of low water controls
4. Checking the water levels of the various pieces of equipment in operation where necessary
5. Conducting water tests (boilers and cooling tower water system)
6. Adding additives and bactericides in accordance with the manufacture's recommendations
7. Doing manual emptying
8. Checking the general operation of equipment
9. Conducting a visual check of mechanical rooms, boiler rooms and mechanical penthouses

10. Reading the natural gas meter
11. Keeping the premises clean at all times (the Contractor's responsibility)
12. Contacting the Departmental Representative to report any abnormality during the site visit (the stationary engineer's responsibility)

The Contractor must, on request, provide the required licences and competency certificates.

3. WORKING HOURS

Work will be invoiced by the Contractor in accordance with the Table of Unit Price Services in Appendix A as follows:

The scope of work consists of the periodic monitoring of stationary machines every day, including weekends (Saturday and Sunday) and on statutory holidays.

When a statutory holiday coincides with a weekend, the Contractor must consult the Departmental Representative regarding the day to which the statutory holiday is carried over.

Designated statutory holidays are as follows:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Saint-Jean-Baptiste Day
- Canada Day
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day

4. WORKING CONDITIONS

The working conditions are prescribed by the Department of Labour Canada.

5. BUILDING AUTHORITY

The building manager and the Building Technical Authority are the only persons authorized to sign invoices.

6. FIRE PROTECTION

Fire protection is prescribed by the Government of Canada Fire Protection Standard.

7. LOG BOOK

The Contractor must keep a daily log book permanently in the building, in which it will record the visits made. This log book is to remain the exclusive property of the Department.

8. CLEANING

The Contractor must remove from the site and dispose of away from the building any debris generated by the work performed under this contract and must clean up the work area at the end of every shift.

9. DEFICIENCIES

Defects or adverse conditions discovered during inspections will be reported in writing to the Department, which will then be responsible for rectifying them. The Department may hire a contractor of its choice to perform the work.

The Contractor will not, however, be liable for work done by another contractor selected by the Department unless the Contractor subsequently inspects the repaired or adjusted equipment or systems.

The Contractor is responsible for adjustments to the equipment or systems where such work is done by a subcontractor.

10. SECURITY REQUIREMENTS

Work will be done primarily during the day. A pass will be required at all times in order to gain access to the site.

The Contractor and representatives of the Contractor's firm must comply with the Department's security and safety rules.

The Contractor will have access to the parking lot.

The Contractor and the Contractor's representatives will limit their movements to the areas in which their services are needed to execute the contract, to the washrooms and to the corridors used to move from area to area.

Public Services and Procurement Canada (PSPC) will provide the Contractor's employees with identification cards that meet prevailing security standards. These are to be affixed to uniforms and worn in full view whenever in the building.

GENERAL SAFETY

1. GENERAL CLAUSES

NOTE

The general and or/specific clauses below may apply to the contract only in part or not at all. Before undertaking any work, the Contractor must confirm with the building manager whether the Contractor is required to comply with the conditions below and to comply in full if required.

- 1.1. In accepting this contract, the Contractor agrees to assume all responsibilities normally assigned to a principal contractor and employer under the *Act Respecting Occupational Health and Safety* and to act as supervisor of the work.
- 1.2. The Contractor must manage its activities so as to ensure that the health and safety of its employees and the occupants of the building or facility and the public and the protection of the environment always take precedence over cost and scheduling concerns. Furthermore, the Contractor must meet all of the requirements of these specifications.
- 1.3. The Contractor must comply at all times with the provisions of the *Act Respecting Occupational Health and Safety*, the *Safety Code for the Construction Industry* and the *Regulation respecting occupational health and safety*, where they apply.
- 1.4. The Contractor must perform all work in accordance with the latest editions of the *National Fire Code of Canada*, the *National Building Code of Canada* and the *Canadian Electrical Code*, and any other applicable codes or standards.
- 1.5. The Contractor must submit to the Technical Authority a prevention program specific to all activities the Contractor is likely to carry out in the building at least ten (10) days before the start of work. The Contractor must thereafter update its prevention program if the work proceeds differently than initially planned. After receiving the program and at any time during the work, the Building Technical Authority may demand that the program be amended or augmented to better reflect actual work site conditions. The Contractor should then make the necessary changes prior to the start of work.

The prevention program should be based on identification of risks and should take into account the information and requirements set out in these specifications. The program must be applied for the entire term of the contract and must meet the following requirements:

- Include the company's policy on health and safety
 - Include an organization chart of health and safety responsibilities
 - Identify risks specific to each category of task that will be performed in order to execute the contract and the corresponding preventive measures based on the regulatory requirements
 - Identify the person responsible for implementing preventive measures
 - Take into account risks that may affect the health and safety of workers, occupants of the building or facility and the public
 - Include first aid and primary care standards
 - Include an accident response procedure
 - Include a workplace inspection sheet based on the identification of risks
 - Include any repair tasks that may be assigned under this contract
 - Include a written undertaking from all parties to adhere to the prevention program
- 1.6. In addition to the program specified in 1.5 above, for all cases in which the work to be completed involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the Contractor must develop a prevention program specific to the work to be completed and submit it to the Building Technical Authority, and must also submit it to the Commission de la santé et de la sécurité du travail (CSST) and the Association paritaire pour la santé et la sécurité du travail, in accordance with section 198 of this Act. The requirements related to that program are the same as the requirements listed in 1.5.

1.7. For all cases in which the work involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a notice of opening of a construction site must be submitted to the CSST before the start of work and a copy must be submitted to the Building Technical Authority. A copy of this notice must be posted in plain view on the site. When the site is disassembled, the notice of closing of a construction site must be submitted to the CSST with a copy to the Building Technical Authority.

1.8. The Contractor must submit the following documents to the Building Technical Authority:

- A copy of the training certificates required for application of these specifications and safe planning of the work, for example, general health and safety for construction sites, asbestos, lock-out, first aid.
- A copy of the safety data sheet for every controlled product used on the worksite, at least three days before the product is used on site.
- Confirmation of the medical examinations of its supervisory employees and all employees. Where a medical examination is required under a statute, regulations, a directive, specifications or a prevention program, the Contractor must also thereafter promptly submit confirmations of medical exams for all persons new to the worksite.
- A copy, signed and sealed by an engineer, of all plans and compliance certificates required under the *Safety Code for the Construction Industry* (S-2.1, r. 6), any other statute or regulation, or any other clause in the specifications or the contract. A copy of these documents must also be sent to the CSST and be available on the worksite at all times.
- A mechanical inspection certificate for the machinery used to perform the work (e.g., elevating platforms).
- An investigation report within 24 hours following any accident that results in an injury or any incident that brings to light a potential hazard.
- A copy, within 24 hours, of any inspection report, notice of correction or recommendation issued by federal or provincial inspectors.

1.9. The Contractor must ensure that the materials, equipment, tools and protective gear used to perform the work are maintained and kept in good condition. Any equipment, tools or protective gear which cannot be installed or used without compromising the health and safety of workers or of the public shall be deemed unsuitable for the purposes of the work. The Technical Authority reserves the right to prohibit the use of equipment or tools deemed dangerous, defective or inappropriate.

1.10. The Contractor must ensure that its employees have received the training and information needed to perform their tasks safely and that all necessary tools and protective equipment are available, comply with the applicable standards, statutes and regulations, and are used.

1.11. The Contractor must take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, federal and provincial regulations, applicable standards and the prevention program specific to the work, and to comply promptly with any order or notice of correction issued by the CSST.

Regardless of the number of workers assigned to the work, the Contractor shall designate a person to act as workplace health and safety officer and give that person the authority to order work stopped or resumed when the person deems such action necessary for health and safety reasons.

1.12. Without limiting the scope of the preceding section, the Building Technical Authority may at any time order that work be stopped if he or she believes there is a hazard or risk to the health and safety of the employees assigned to the work, the public or the environment.

The Contractor must take such measures as are needed to ensure effective communication of health and safety information. As soon as they arrive on the worksite, all workers must be informed of the details of the prevention program and their obligations and rights. The Contractor must maintain a log of information provided and obtain the signature of every worker who is given the information.

The Contractor must inform its workers that they have the right to refuse any work that entails a risk to their health or safety.

- 1.13. The Contractor must inspect the work site and submit to the Building Technical Authority a duly completed work site inspection sheet every working day or at an interval determined with the Building Technical Authority on the call-up against a standing offer form.
- 1.14. The Contractor must promptly take all necessary measures to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, by the Building Technical Authority or by the PSPC health and safety co-ordinator or in the course of a periodic inspection. The Contractor must submit to the Building Technical Authority written confirmation of all measures taken to correct non-compliance or hazardous situations.
- 1.15. The Contractor agrees to comply with first aid and emergency response standards in accordance with the applicable policies and regulations and any other clause in the specifications.
- 1.16. The Contractor must review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.
- 1.17. For all cases in which the work to be completed involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a decision-making representative of the Contractor must attend all meetings where health and safety on the site is considered. The Contractor must set up a worksite committee and hold meetings in compliance with the requirements of the *Safety Code for the Construction Industry*, S-2.1, r.6.
- 1.18. For all cases in which the work to be completed involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the following information and documents must be posted in an area that workers can access easily:
 - Notice of opening of worksite
 - Identification of principal contractor
 - Company policy on occupational health and safety
 - Prevention program specific to the worksite
 - Emergency plan
 - Safety data sheets for all controlled products used on the worksite
 - Minutes of worksite committee meetings
 - Names of work site committee members
 - Names of first aid attendants
 - Action and correction reports issued by the CSST
- 1.19. The Contractor must mark off and control access to the work area and install barricades as needed.
- 1.20. The Contractor must take such measures as are necessary to keep the workplace clean and orderly throughout the work and must ensure that at the end of each work day, the workplace is free of any hazards.
- 1.21. When a worker works alone in an isolated place, the Contractor must identify the risks related to the situation and provide the Technical Authority with a procedure for preventing those risks and quickly getting help in an emergency.

- 1.22. Where a hazard not identified in the specifications arises as a result of or in the course of the work, the Contractor must stop the work immediately, implement temporary protective measures for the workers and the public, and notify the Building Technical Authority orally and in writing. The Contractor must then make the necessary changes to the prevention program to ensure that work can resume safely.
- 1.23. In the event of an incident, the Contractor must take all necessary measures, including stoppage of work, to ensure the health and safety of the workers and the public and must contact the Technical Authority promptly.
- 1.24. Subcontracting is not permitted without special authorization from the Building Technical Authority. In making the decision, the Building Technical Authority will consider the subcontractor's ability to meet these requirements.
- 1.25. Sealing guns and other cartridge devices cannot be used without authorization from the Building Technical Authority.

Notwithstanding the above,

- every person who uses a sealing gun must have a training certificate and must meet all the requirements set out in section 7 of the *Safety Code for the Construction Industry* (S-2.1, r. 4);
- any other cartridge device must be used in accordance with the manufacturer's instructions and the applicable standards and regulations.

1.26. On the worksite, the Contractor must consider the following conditions in developing a safe work plan:

- Some rooms have asbestos in the pipe insulation. Although there is no requirement in these specifications for handling this asbestos, the Contractor must notify the Building Technical Authority (head of operations) immediately if this insulation is disturbed during the work or if unexpected work makes it necessary for the Contractor to handle the asbestos.
- If the Contractor is asked to carry out work where asbestos dust is likely to be released, the Contractor must comply with the requirements of section 3.23 of the *Safety Code for the Construction Industry*, and the *Act Respecting Occupational Health and Safety*, (R.S.Q., c. S-2.1). The Contractor may be asked to do roofing work; the Contractor must indicate in its prevention program the measures to be taken to prevent falls.
- The Contractor may be asked to do work near a body of water or a holding tank. The Contractor shall indicate in its prevention program the measures to be taken to prevent the risk of drowning, electric shock and electrocution.
- The Contractor may be asked to do work in high places in the receiving area, plants and elsewhere. The Contractor must indicate in its prevention program the measures to be taken for work in high places.
- The Contractor may be asked to inspect or check electrical rooms. The Contractor must indicate in its prevention program the measures it plans to take to protect people in those areas.
- Work in confined spaces may be required. The Contractor must include in its prevention program the measures it intends to take when working in these areas, and take into account the requirements of section 2.4 of the *Safety Code for the Construction Industry*, and the *Act Respecting Occupational Health and Safety*, (R.S.Q., c. S-2.1).
- The Contractor may be asked to do work in laboratories. The Contractor must contact the Building Technical authority to determine whether special procedures need to be taken.

2. SPECIFIC CLAUSES

2.1. Lock-out

- 2.1.1. Whenever work is being done on electrically powered equipment or equipment powered by any other source of energy, the Contractor must submit a lock-out procedure to the Departmental Representative and implement it.
- 2.1.2. The supervisory personnel and all the workers involved or affected by the work for which the lock-out is required must have received training on the lock-out provided by a recognized entity; the Contractor must send the certificates for this training to the Departmental Representative.
- 2.1.3. Before undertaking a lock-out operation on equipment in an occupied site, the Contractor shall coordinate its work with the site representative if the power cut-off could have an effect on site operations or on the occupants.
- 2.1.4. Before undertaking a lock-out operation on equipment, the Contractor must obtain from the site representative all the information necessary to identify the closure points for the equipment to be subjected to lock-out, check this information, perform the lock-out and then conduct "Zero-Energy" testing before doing the work.
- 2.1.5. The Contractor must complete the lock-out form supplied by the site representative, where applicable.

Electrical work

- 2.1.6. The Contractor must ensure that all work of an electrical nature is performed by qualified employees under provincial regulations on professional training and qualification.
- 2.1.7. Any work on electrical equipment must be done with the power turned off, unless it is not possible to completely disconnect this equipment.
- 2.1.8. The Contractor must comply with all the requirements in the "Lock-out" paragraph in this section.
- 2.1.9. The Contractor must notify the Departmental Representative in writing regarding any work that is impossible to perform with the power turned off. The Contractor must demonstrate to the Departmental Representative that the work would be impossible to do with the power turned off and supply all the information needed to complete and obtain a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) before starting the work.
- 2.1.10. The live-line work permit must, at a minimum, contain the following:
- Description of the circuit, the equipment and location
 - Justification for the need to do live-line work
 - Description of the work safety practices to be used
 - Conclusions of the shock hazard analysis
 - Definition of the shock protection boundary
 - Conclusions of the flash hazard analysis
 - Description of the flash protection boundary
 - Description of the personal protection equipment required
 - Description of the methods to be used for restricting access to unqualified persons
 - Proof that an information session has been held
 - Approval signature for the live-line work (by a person in authority or the owner).
- 2.1.11. If due to the operational needs of the site occupants, the Contractor has to do live-line work, it must obtain all the information necessary to complete a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) and have it signed by the site representative designated by the Departmental Representative before the start of the work.

2.1.12. In addition to the requirements indicated in the paragraphs above, the Contractor must comply with the requirements of standard CSA Z462 *Workplace Electrical Safety Standard*.

2.2. Preventing risks of falls

2.2.1. The Contractor must provide the equipment needed to work at heights (e.g., ladders, stepladders, elevating platforms, scaffolding).

2.2.2. The Contractor must plan and organize work so as to foster the elimination of hazards at the source or ensure group protection and thus minimize the need for personal protective equipment. Where personal fall protection is needed, workers must use a safety harness conforming to standard CAN-CSA-Z-259.10-M90. A safety belt must not be used for fall protection.

2.2.3. All persons who use an elevating platform (scissor lift, telescoping, articulated or rotating elevating platform, etc.) shall have received training to do so.

2.2.4. Workers must wear a safety harness on all elevating platforms.

2.2.5. Any opening in a platform or in a roof must be surrounded by a guardrail or blocked with a cover attached to the platform and strong enough to withstand the loads to which it will be subjected, regardless of the dimensions of this opening or the fall height it represents.

2.2.6. Any person working less than two metres of a location from which a fall of three (3) or more metres could occur must use a safety harness, in accordance with regulatory requirements, unless there is a guardrail or other element to ensure an equivalent level of safety.

2.2.7. Protective equipment, tools or devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed.

2.2.8. A danger zone must be identified wherever equipment for work at heights is used.

2.2.9. Notwithstanding regulatory requirements, the Departmental Representative may order the installation of guardrails or the use of safety harnesses for certain particular situations presenting the risk of a fall of less than three metres.

2.2.10. The Departmental Representative may also order the installation of a guardrail or the use of safety harnesses for certain temporary installations presenting the risk of a fall of less than three metres.

2.3. Asbestos

The mechanical room and penthouse in Building 1 underwent a major refurbishment in 2016-2017, and the treatment process used by PSPC did not uncover the presence of any asbestos.

2.4. Specific conditions for enclosed spaces

2.4.1. For each confined space to which the Contractor must have access, the Contractor must include in its prevention program a written procedure identifying the following:

- The tools needed to perform the work
- The equipment installed or to be installed in the confined space and the measures to be taken to install, use, maintain, protect or move the equipment
- Pipes and conduits entering the confined space
- The hazards and safety measures to be taken depending on the work to be performed
- Contaminants that might be encountered in the confined space

- Appropriate rescue measures and equipment and emergency measures

2.4.2. The Contractor must complete an access permit for any entry into a confined space. It must convey a copy of its initially filled-out permit beforehand to the building representative; the latter may request that it be changed if the contents are not complete. The permit is valid for one shift and shall take into account the information contained in the evaluation report and any specific conditions related to the work to be performed.

2.4.3. The Contractor must complete a Hot Work permit issued by the building representative where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks.

2.4.4. All persons who have access to a confined space, including the custodian, must hold the following training certificates:

- PSPC safety for work in confined spaces (ASP Construction or equivalent courses)
- Workplace first aid and CPR (organization recognized by the CSST)
- Use of ventilation devices (ASP Construction or equivalent courses)
- Use of safety harnesses (ASP Construction or equivalent courses)
- Use and maintenance of respiratory protection devices (ASP Construction or equivalent courses)
- Gas detection devices (ASP Construction or equivalent courses)
- Where the use of supplied-air or self-contained respirators is planned, full training in the preparation, maintenance and use of the devices (manufacturer, supplier or recognized organization) is required.

2.4.5. All persons who need to use a supplied-air respiratory protection device must submit a medical certificate confirming that they are fit to use this type of device. Such certificates are valid for two years.

2.4.6. Employees required to work in sewer collection systems or similar systems shall be immunized against infectious diseases in accordance with the immunization program prescribed by Health Canada, that is, diphtheria and tetanus; immunization against hepatitis B is an additional requirement where work is to be performed for the Correctional Service of Canada (CSC).

2.4.7. Diphtheria and tetanus vaccination is strongly recommended for work in confined spaces.

2.4.8. The Contractor must establish an emergency and rescue procedure with municipal and ambulance services. The procedure, telephone numbers and location of the nearest telephone shall be clearly posted near the workstation.

2.4.9. Before entering the confined space and continuously thereafter, the Contractor must take readings of the concentration of oxygen, flammable gases and any toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide, and make sure that no one enters the confined spaces if the gas concentrations are not within regulatory limits. The readings must be recorded in the entry permit. The detection devices used shall be calibrated and adjusted by a qualified person according to the manufacturer's instructions so that the alarms comply with the limits set out in the permit.

2.4.10. The Contractor must supply its own gas detection devices and keep them in good condition. The Departmental Representative may have the Contractor's devices checked for accuracy by a qualified person at any time. If a detection device fails, work must be suspended immediately, and all workers must leave the confined space. No claim for lost time will be accepted in those circumstances.

2.4.11. If the alarm on a detection device sounds, all workers shall leave the confined space. The Contractor must then determine the source of the contamination, neutralize it and ventilate the confined space in order to eliminate any remaining contaminant and must keep individuals out of the confined space until the oxygen and gas levels have returned to normal.

- 2.4.12. Compressed gas cylinders or welding equipment must not be taken into confined spaces. Such equipment must remain outside and must not block any entrance or exit. All cylinders must be properly secured.
- 2.4.13. Electric tools and devices used to access confined spaces must be grounded and, if necessary, designed to be explosion-proof. All equipment must be connected to a ground fault interrupter or stepdown transformer. The Contractor must, at its own expense, have a qualified electrician modify any power outlets and/or circuit breakers it plans to use which do not meet these criteria.
- 2.4.14. The Contractor must provide a ventilation system to keep contaminant levels below the allowable limits.
- 2.4.15. The Contractor shall post signs to prevent unauthorized persons from entering a confined space.
- 2.4.16. Where it is impossible to keep the noise level below 85 dB, the Contractor must supply all workers with ear protectors adapted to the desired level of noise reduction and the work to be performed.
- 2.4.17. The Contractor must ensure that all workers wear the required personal protective equipment.
- 2.4.18. The Contractor must assign a qualified person to assume the duties of a custodian. The custodian must:
- be familiar with the procedure for working in a confined space;
 - ensure constant communication with all workers in the confined space. The directives applied must be adapted to confined spaces. The Contractor shall select means of communication taking into account the identified hazards and other pertinent factors, that is, the protective equipment workers are required to wear, noise levels in and near confined spaces, remoteness, lighting conditions, etc.;
 - be familiar with the gas detection devices and ensure that they are in working order throughout the work;
 - be familiar with the back-up ventilation systems and ensure that they are in working order throughout the work;
 - be familiar with emergency procedures;
 - ensure that:
 - all workers entering the confined space observe the Contractor's work procedure,
 - working conditions and the work environment inside the confined space are not detrimental to the workers' health and safety.
- 2.4.19. The custodian must remain at the entrance to the confined space at all times and must not leave that post until the last worker has exited the confined space.
- 2.4.20. The Contractor must designate a person responsible for confined space safety. This person must be on site at all times.
- 2.4.21. The custodian and the safety officer for enclosed spaces can be the same person provided he or she is able to meet all the requirements of both positions.

2.5. Hot work

- 2.5.1. Hot work means any work that involves the use of an open flame or which may produce heat or sparks, such as the following work: riveting, welding, cutting, grinding, milling, burning and heating, etc.
- 2.5.2. Prior to the start of any hot work, the Contractor must obtain a hot work permit issued by the Building Technical Authority.
- 2.5.3. A working fire extinguisher appropriate to the fire hazard must be available and readily accessible within 5 metres of any flame, sparks or intense heat.

- 2.5.4. The Contractor must designate a person to continuously monitor fire risks for a minimum period of one (1) hour after the end of any hot work. This person must sign the section of the permit designated for this purpose and give it to the Building Technical Authority after that hour has gone by.
- 2.5.5. When the hot work is done in areas where there are combustible materials or where the walls, ceilings or floors are made of or covered with combustible materials, a final inspection of the work area must be scheduled four (4) hours after the work has finished. Unless specified otherwise by the Departmental Representative, the Contractor must assign a person to carry out this monitoring.
- 2.5.6. Propane cylinders must be stored in accordance with standard *CAN/CSA-B149.2-00 Propane Handling and Storage Code* and must comply also with the special conditions set out in this document. Cylinders must be stored outdoors in a safe place where they will not be handled by unauthorized persons, in a storage unit designed for that purpose; they must be stored securely in an upright position, and the storage unit must be locked at all times; the storage unit must be located in an area where there is no vehicle traffic unless the area is protected by gates or an equivalent means.

All cylinders used or stored on worksites shall have a collar designed to protect the valve.

Refilling of cylinders on worksites is not permitted unless a procedure conforming to standard *CAN/CSA B149.2* is approved and authorized by the Building Technical Authority.

2.5.7. **Welding and cutting**

Note: For welding and cutting work, the following conditions must be met in addition to the conditions stated above.

- 2.5.7.1. Welding and cutting must be performed in accordance with the requirements set out in the *Safety Code for the Construction Industry*, S-2.1, r.4. and the standard *CSA W117.2 Safety in Welding, Cutting & Allied Processes*.
- 2.5.7.2. An air extraction system with filters must be used for all welding and cutting work performed inside.
- 2.5.7.3. Suspend any activity that produces gases, vapours or flammable or combustible dust in the proximity of welding or cutting work.
- 2.5.7.4. Welding and cutting devices are extremely dangerous in terms of fire risk. The following precautions must be taken when that type of work is being carried out:
- Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated.
 - Store oxygen cylinders at least six (6) metres away from cylinders containing flammable gas (e.g. acetylene) or such combustible materials as oil and grease unless they are separated by a wall made of non-combustible material as specified in section 3.13.4 of the *Safety Code for the Construction Industry*, c. S-2.1, r.4.
 - Put fireproof cloths in place when overhead welding is being done and there is a risk of falling sparks.
 - Store cylinders away from heat sources.
 - Do not store cylinders near stairs, exits, corridors or elevators.
 - Do not allow acetylene to come into contact with such metals as silver, mercury, copper and brass with a copper content of more than 65% to avoid the risk of explosion.
 - Make sure that the electric arc welding equipment has the required voltage rating and is grounded.
 - Make sure that the lead wires of the electric welding equipment are not damaged.
 - Place the welding equipment on a flat surface protected from the weather.
 - Remove or protect flammable or combustible materials located 15 metres or closer to the welding work.
 - Never weld or cut closed containers.
 - Take protective measures when welding or cutting near pipes, tanks or other containers containing

- flamable substances;
- Do not cut, weld or carry out open-flame work on a tank, pipe or other container that may contain a flammable or explosive substance or residue unless:
 - the container has been cleaned and air samples have been taken, indicating that the work can be done safely, or
 - measures have been taken to ensure worker safety.

2.6. Scaffolding

Over and above the requirements of the *Safety Code for the Construction Industry*, any Contractor who uses scaffolding must meet the following conditions:

2.6.1. Footings:

- Scaffolding must be placed on solid footings so as to prevent it from sliding or tipping.
- If the Contractor wishes to place scaffolding on a roof, an eave, a canopy or a garret, the Contractor must submit its load calculations and its plans, signed and sealed by an engineer, to the Departmental Representative and obtain the latter's authorization before beginning installation.

2.6.2. Assembly, cross-bracing and anchoring

- All scaffolding shall be assembled, braced and anchored in accordance with the manufacturer's instructions and the provisions of the *Safety Code for the Construction Industry*.
- In situations where it is necessary to remove some scaffolding components (e.g. cross pieces), the Contractor, before assembling the scaffold, must submit to the Departmental Representative an assembly procedure, signed and sealed by an engineer, certifying that the scaffolding will allow work to be carried out safely, taking into account the loads that will be applied.
- For any scaffolding structure where the span between two scaffolding supports is greater than three metres, the Contractor must provide the Departmental Representative with an assembly plan signed and sealed by an engineer, before the scaffolding is assembled.
- Fall protection during assembly must be taken.
- Throughout the assembly process, workers must be protected against falls if they are exposed to a risk of falling farther than three metres.

2.6.3. Floors

- Scaffold platforms shall be designed and installed in accordance with the provisions of the *Safety Code for the Construction Industry*.
- If planks are used, they must be approved and stamped in accordance with section 3.9.8 of the *Safety Code for the Construction Industry*.
- Scaffolding four sections (or six metres) high or higher must have a full platform covering the entire surface of the putlogs every 3 m or portion thereof, and at no time are the components of such platforms to be moved to create intermediate landings.

2.6.4. Guardrails

- A guardrail must be installed on every platform.
- Cross-bracing shall not be considered guardrails.

- If the platforms are not full ones, the guardrails must be installed just above the edge of the platform in such a way that there is no empty horizontal space between the platform and the guardrail.
- On scaffolding four sections (or six metres) high or higher that require full platforms, the guardrails must be installed on every platform at the start of work and must remain in place until the work is finished.

2.6.5. Access

- The Contractor must ensure that access to scaffolding does not compromise worker safety.
- Where the scaffolding platforms are made up of planks, ladders shall be installed so as to ensure that any planks that extend past the edge do not prevent the workers from moving up or down.
- Notwithstanding the provisions of the *Safety Code for the Construction Industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or nine metres) high or higher.

2.6.6. Protection of public and occupants

- Where the scaffolding is installed in an area accessible to the public, the Contractor must take measures to prevent the public from accessing the scaffolding, and if need be, any work area or storage area located near this scaffolding.
- The Contractor shall install covered walkways, nets or other similar devices to protect the public and occupants from falling objects. The protection measures used must be approved by the Departmental Representative.

2.6.7. Engineer's plans

- In addition to those required by the *Safety Code for the Construction Industry*, the Departmental Representative reserves the right to demand engineer's plans for other scaffolding types or configurations.
- A plan signed and sealed by an engineer is required for any scaffolding to which tarpaulins, canvases or other contrivances susceptible to wind uplift are attached.
- A certificate of compliance must be signed by an engineer for all cases where an engineer's plan is required, before anyone uses the facility for which the plan was created. A copy of these documents must be available on the worksite at all times.



APPENDIX C FINANCIAL PROPOSAL

The Financial Bid shall consist of **one (1) firm amount, as follows:**

Monitoring of heating and air-conditioning equipment in Building 1 – the main building at Agriculture and Agri-Food Canada’s Sherbrooke Research and Development Centre.

Duration: From date of award to March 31, 2020

\$

Price to exclude taxes

.....

Signed at: _____ this _____ day of _____ 2017.
(City and Province)

Name and address of vendor/Company:
(including postal code)

Name of bidder: _____

Bidder’s Position: _____

Bidder’s Signature: _____



APPENDIX D EVALUATION PROCEDURES & CRITERIA

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

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

- 1.1 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.2 The selection of the winning Proposal will be made on the basis of the LOWEST PRICE among proposals that meet the technical requirements identified at section 2.0 below.
- 1.3 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.4 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.5 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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

2.1 Certificates of qualification (person responsible for monitoring)

The person responsible for monitoring must have the following stationary qualification certificates, as issued by the Société québécoise de développement de la main-d'œuvre [Quebec Labour Force Development Corporation]: Energy Production, Class 4 and Refrigeration Apparatus, Class B.

2.2 Previous experience (contractor)

The Contractor must provide the names of three (3) of its customers whose cumulative power of the customer's stationary machines require periodic supervision throughout the year (summer and winter) under the "Machinery



Mechanic Regulations" of the Québec Stationary Engineers Act. The Contractor must have provided the services in the last two (2) years.

3.0 FINANCIAL PROPOSAL

Bidder is required to complete and sign Appendix C (Financial Proposal).



APPENDIX E CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

Any resulting Contract may be executed under the following:

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

Name

Signature

Date



B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date



D) VALIDITY OF PROPOSAL

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

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

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 RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

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

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

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

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

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

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

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

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

3. Definition of joint venture

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

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

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

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



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

Name

Signature

Date

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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

Name

Signature

Date



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