



**Request for Standing Offer (RFSO):
01B46-17-173**

**FOR THE PROVISION OF
Refrigeration mechanic services**

FOR

**Charlottetown Research and Development Centre
440 University Avenue,
Charlottetown, Prince Edward Island, C1A 4N6**

**Tenders must be received on
Tuesday July 31st, 2018
by: 2:00 PM (EDT)**

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 Charlottetown Research and Development Centre is a major research facility with buildings located in both Charlottetown and in Harrington:

- The Charlottetown property includes the Main Complex located at 440 University Av., Charlottetown, PE, C1A 4N6, as well as all buildings on the Home Farm which are accessible via Mount Edward Road;
- The Harrington property includes several buildings located at 1200 Brackley Point Rd, Harrington, PE, C1E 1P9.

The purpose of this Request for Standing Offer (RFSO) is to have one (1) Contractor provide refrigeration mechanic services for all scientific and facility refrigeration equipment located at both sites, as outlined in the APPENDIX "B" – Statement of work.

All work will be performed on an **as and when requested basis**, as per the time, materials and prices defined under the standing offer.

All work will be carried out by the successful Contractor's staff, although subcontracting of specialty trades to carry out portions of the work could be acceptable, they must be authorized by the Project Authority beforehand.

All onsite work will have to be performed by skilled and experienced tradespersons. Although apprentices could be allowed onsite (when work to be performed does not require certification) as part of this standing offer, they must be accompanied as well as supervised by a licensed tradesperson during the performance of the work; and must be authorized by the Project Authority beforehand.

1.1 Standing Offer summary

1.1.1 The purpose of this Request for Standing Offer (RFSO) is to issue Departmental Individual Standing Offer (DISO) to obtain the services described in the Statement of Work - Appendix "B", at the Charlottetown Research and Development Centre, Charlottetown and Harrington, Prince Edward Island.

1.1.2 The period of the Standing Offer will be for one (1) firm calendar year, beginning at the date of award, with the option to extend the Standing Offer for four (4) additional one (1) year periods.

1.1.3 The total estimated budget for the SOs will be \$35 000.00 per year, for a total of \$175 000.00 (Goods and Services tax or Harmonized sales tax not included) including years of option.

2.0 SECURITY REQUIREMENTS

Before Contract award, the Security requirements must be met. Refer to Part 2, Article 4.2 and Part 3, Article 3.0 for additional information.



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

3.0 INTERPRETATION

In the Request for Standing Offer "RFSO",

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Call-up", "Contract" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;
- 3.3 "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;
- 3.4 "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;
- 3.5 "Offeror", "Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
- 3.6 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. "Bidder" means a person or entity submitting a Proposal in response to this RFSO;
- 3.9 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFSO.



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 RFSO.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFSO shall form part of any Call-ups against a Standing Offer.

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

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



4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work, Appendix B.

4.7 Requests for Standing Offer amendment(s)

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

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

1. Accept any Proposal in whole or in part, without prior negotiation;
2. Reject any or all Proposals received in response to this RFSO;
3. Cancel and/or re-issue this RFSO at any time;
4. Ask the Bidder to substantiate any claim made in the Proposal;
5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
6. Award one or more Standing Offers;
7. Retain all Proposals submitted in response to this RFSO.

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the



prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

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 **Tuesday July 3rd 2018 at 9:00 am (local time) at the Charlottetown Research and Development Centre located at 440 University ave., Charlottetown, PEI, C1A 4N6.**

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

2.0 SUBMISSION OF PROPOSAL

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

Due to the nature of this RFSO electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.

- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date and time indicated on the cover page of this RFSO**. The outside of the envelope containing the proposal should include the RFSO number found on the cover page of the RFSO.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.5 Proposals submitted in response to this RFSO will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

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

*Failing to comply with this requirement may result in the rejection of the proposal.

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



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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

In the Financial Proposal, the Bidder shall complete PART A and PART B in Appendix C, Basis of payment, to provide the services requested in accordance with the Statement of Work, **Appendix B**. Goods and Services Tax or Harmonized Sales Tax must not be included in the rates submitted.

Bidders must submit a rate for the service identified in Part A of Appendix "C", Basis of Payment, for each working time period and use the same rates to complete the calculation in Part B of Appendix "C". Only greyed out boxes should be left blank.

PART A will form part of the resulting standing offer, and PART B, which will be only used for evaluation purposes to determine the winner, will not be part of the resulting standing offer.



The requirements of the Financial Proposal are detailed in Evaluations Procedures and Criteria **Appendix D**.

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

- 5.1 The Bidder may revise his/her tender by facsimile, or letter provided it is received before the RFSO Closing Time.

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

6.0 CERTIFICATION REQUIREMENTS (Section 3)

In order to be awarded a Standing Offer, the certifications attached **in Appendix 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 Standing Offer. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified **in Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 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 Standing Offer, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;



- e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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

A. STANDING OFFER

1.0 OFFER

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

2.0 SECURITY REQUIREMENTS

There is a security requirement associated with the work.

1. The Contractor/Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by AAFC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of AAFC .
5. As a security precaution, it is required that all employees engaged in work or business for the Call-ups , are readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.

3.0 STANDING OFFER'S GENERAL CONDITIONS

3.1 General

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

3.2 Offer

1. The Offeror offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.



2. The Offeror understands and agrees that:

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

3.3 Call-ups

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

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

3.4 Withdrawal

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

3.5 Revision

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

3.6 Disclosure of Information

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



4.0 TERM OF STANDING OFFER

4.1 Period of the Standing Offer

The period for making call-ups against the SO will be one (1) calendar year from the date of signature of the SO agreement.

4.2 Extension of Standing Offer

The Contractor grants to Canada the irrevocable option to extend the duration of the Standing Offer by up to four (4) additional one (1) year periods under the same terms and conditions.

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

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

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

5.0 STANDING OFFER AUTHORITY

5.1 The Standing Offer Authority is:

Beatriz Mora

Senior Procurement officer
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,
Montréal, QC H3A 3N2
Tel.: 514-315-6139
Fax: 514-283-1918
E-mail: beatriz.mora@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Standing Offer is:

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



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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Standing Offer is:

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

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

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

8.0 CALL-UP INSTRUMENT

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

9.0 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$ 15 000 (plus Applicable Taxes).

10.0 FINANCIAL LIMITATION

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$35 000 per calendar year (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.



The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when:

- 75 percent of this amount has been committed, or
- 3 months before the expiry date of the Standing Offer, whichever comes first.

However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11.0 PRIORITY OF DOCUMENTS

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

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. The Statement of Work, Appendix B hereof;
4. The General Conditions, Appendix A hereof;
5. Basis of Payment, Appendix C hereof;
6. Certification Requirements, Appendix E
7. Request for Standing Offer number **01B46-17-173**
8. Contractor's Proposal dated *(to be inserted at Standing Offer award)*.

12.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFSO,

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

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

13.0 REPLACEMENT OF PERSONNEL

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



the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.

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

14.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

15.0 MANDATORY CERTIFICATIONS

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

16.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at Standing Offer award)*

16.1 (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 Standing Offer, 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.

16.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Standing Offer. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Standing Offer, 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 any Call-ups in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

B. CALL-UPS CLAUSES

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

1.0 STATEMENT OF WORK

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

2.0 CALL-UPS GENERAL CONDITIONS

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

3.0 TERM OF CALL-UP

3.1 Period of the Call-up

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

4.0 PROCEDURES FOR CALL UP AGAINST STANDING OFFER

When regular (non-emergency) refrigeration work is required the Contractor shall meet with the Project Authority at his request to discuss and define the scope of work, within two (2) days of a telephone or email request. Emergency calls may not apply.

4.1 Price quote for work to be performed

Prior to the issuance of each call-up required for the performance of a requested job, the Project Authority will request a price quote from the Contractor. On this price quote, which will be based on the Contractor's Appendix C - Basis of Payment, the Contractor will clearly identify:

1. A reference number* for the work to be performed (reference number to appear on call-up);



2. The work the Contractor will be performing as per Project Authority's request;
3. The estimated lead-time to complete work;
4. The number of workers assigned to perform given work
5. Hours of work (during working hours or outside working hours);
6. The applicable price per hour and required number of hours to complete work;
7. Parts list and cost (must be itemized separately and clearly show their markup)

*The Contractor will also identify the price quote reference number provided, on all corresponding invoices.

The Contractor will price quotations for all work on the project to be carried out during regular working hours, Monday through Friday, day shift, unless after hours work is requested.

The Contractor will provide the Project Authority a ventilated price quote for costs which include but are not limited to; labour, materials, equipment, commissioning services, testing and disposal of used materials, plus HST.

Based on the estimate provided, a call up against standing offer will be completed on a standard departmental AAFC/AAC3954E call-up form and issued to the Refrigeration Contractor. The Refrigeration Contractor shall not proceed or incur expenses

5.0 BASIS OF PAYMENT

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

6.0 METHOD OF PAYMENT

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

7.0 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



8.0 INVOICING INSTRUCTIONS

- 8.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Call-up.
- 8.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted under Article 6.0 of part A. **STANDING OFFER.**
- 8.3 In addition to what is mentioned under article 17 of Appendix A, invoices must be submitted using the Contractor's own invoices and must be written to show:
- the corresponding reference number of the price quote;
 - a breakdown of all the costs AAC is being invoiced for, priced as per Appendix C – Basis of Payment.
 - a copy of the corresponding service report, for which the contractor is requesting payment for

9.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

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

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

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

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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

4.3 The Contractor shall:

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

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

GC5. Inspection and Acceptance

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

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

GC6. Amendments and Waivers

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

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

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

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

GC7. Time of the Essence

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

GC8. Excusable delay

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

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

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

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

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

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

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

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

GC9. Termination of convenience

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

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

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

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

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

GC10. Termination due to Default of Contractor

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

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

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

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

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

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

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

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

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

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

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

GC16. Records to be kept by Contractor

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

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

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

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

GC17. Invoice Submission

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

17.2 Invoices must show:

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

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

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

GC18. Right of Set off

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

GC19. Assignment

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

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

GC20. Subcontracting

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

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

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

GC21. Indemnification

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

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

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

or

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

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

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

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Integrity Provisions

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

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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



APPENDIX B STATEMENT OF WORK

This Statement of Work contains four sections:

- Section 1 : general information;
- Section 2 : scope of work;
- Section 3 : standards of workmanship
- Section 4 : site specific requirements and conduct

1.0 GENERAL INFORMATION

1.1 Background

The Charlottetown Research and Development Centre is a major research facility with buildings located in both Charlottetown and Harrington.

The Charlottetown property includes the Main Complex located at 440 University Av., Charlottetown, PE, C1A 4N6, as well as all buildings on the Home Farm which are accessible via Mount Edward Road. The Harrington property includes several buildings located at 1200 Brackley Point Rd, Harrington, PE, C1E 1P9.

The buildings can house a multitude of scientific and administrative activities. The Centre therefore has an ongoing requirement for routine and emergency refrigeration services such as installation, removal and repair of refrigeration systems on an “As and when Requested” basis.

In order to ensure ongoing and efficient operations and due to the age of certain refrigeration components, we require access to a Refrigeration Contracting Firm that can provide personnel to overhaul, replace, repair and maintain our existing systems and ensure that current acts, codes and regulations are at both sites.

1.2 General Requirement

The purpose of this Request for Standing Offer (RFSO) is to have one (1) Refrigeration Contracting Firm that employs on a full time basis and is capable of supplying skilled labour and services as identified under the statement of work (SOW). The Refrigeration Contractor will be required to overhaul refrigeration equipment in any of the buildings at the Charlottetown Research and Development Centre (CRDC) and the Harrington Farm.

All work will be performed on an **as and when requested basis**, as per the time, materials and prices defined under the standing offer.

The Refrigeration Contractor shall supply all equipment, tools and supervision required to provide refrigeration services such as installation, removal and repair on refrigeration systems, safety equipment and permits if applicable to complete the work as outlined herein. Inspections by Technical Authorities will be the responsibility of the Refrigeration Contractor where required by law.

All work will be carried out by the successful Contractor’s staff, subcontracting other Contracting firms to carry out any part of the work must be approved by the Project Authority.

1.3 Coordination of Work

Work will only be coordinated through the Project Authority identified by Agriculture & Agri-Food Canada. The Contractor or their employees will take no direction from any other staff members at the Charlottetown Research and Development Centre.



1.4 Time response

1.4.1 Regular work

For any regular (non-emergency) work requested, the Contractor must be prepared to start work within **two (2) days** from receipt of a call-up against the standing offer.

1.4.2 Emergency service or repair work

For any emergency call requiring immediate action, the Refrigeration Contractor must be onsite **within two (2) hours** of receiving this type of request by phone or email from the project authority.

Only under extraordinary circumstances, and following the project authority's consent, will the Contractor render services without receiving a call-up against the standing offer beforehand. The Project Authority will inform the procurement office by email including details related to the emergency so a call-up can be prepared and sent to the Contractor in a timely manner.

1.5 Hours of Work

All work shall be carried out during regular working hours i.e. between 8:00 AM to 4:00 PM, Monday through Friday.

However, in circumstances where it is deemed necessary by the project authority, to perform work on equipment outside regular working hours, the Contractor will be provided instructions to do so beforehand, on a case by case basis.

1.6 Tools

The Refrigeration Contractor will supply all tools and consumable supplies, including the delivery and pick-up of tools and job/tool boxes to the site, required to carry out the work.

The Refrigeration Contractor's skilled trade's hourly rate will include the supply of all tools and equipment required by the individual tradesmen and/or helper to perform the work.

The Standing Offer Agreement will not cover tool rental or replacement costs for broken tools. Any extra charges will not be paid by the Research Centre.

Use of Government tools and supplies will not be permitted.

Any costs associated with renting large equipment such as a Boom Truck, Backhoe, Trencher as well as the cost of a licensed operation etc. will be included in the Contractor's quote and must indicate the related mark-up if applicable.

1.7 Miscellaneous Hardware

All miscellaneous hardware items not specified in this document but are required to make up a fully operational system shall be provided and installed by the Contractor.

1.8 Electric Power

Electric power required for operation of hand tools will be supplied by the Research Centre at no cost to the Contractor.



Under circumstances where electrical power is required, the General Contractor will notify the project authority or his designate of the requirement. The Refrigeration Contractor will not make electrical connections for power tools directly to the facility electrical grid.

At this Facility all electrical wiring will be in accordance with the requirements of the Canadian Electrical and Safety Code.

1.9 Permits, Fees and Codes

It is the responsibility of the Refrigeration Contractor to obtain all required permits, pay all fees and adhere to all applicable codes, acts and regulations affecting the work to be performed. Any deficiencies found by the Project Authority which can be attributed to the Contractor's failure to follow the applicable building code shall be rectified at no additional cost to the Research Centre.

1.10 Subcontracting of work

All work is to be carried out by the successful Contractor's staff. However, the subcontracting of other Contracting firms to carry out part of the work may be possible, but must be approved by the Project Authority.

If any portion of the work is to be sub-contracted, the price quote must include this information as well as the sub-contractors name, address, contact person and telephone number.

The Refrigeration Contractor will be fully responsible for the sub-contractors employees and workmanship while on site. As an example, the Refrigeration Contractor may require a factory certified technician to perform a start-up or calibrations on new equipment as part of a commissioning process. The Refrigeration Contractor will be responsible for the supervision of all sub-trades and site coordination with the Project Authority or their designate.

1.11 Service Reports and Invoicing

The Refrigeration Contractor must keep accurate records of hours worked and materials used for billing purposes. All skilled trades will complete daily service reports which detail the job number/work order, time onsite by trade level, work done and any other details related to the job. This service report will be reviewed and signed by the Project Authority or a designated Facility staff member before the Contractor leaves the premises. All service reports for the same Call up will reference the same job number until the work has been completed.

Invoices must provide a detailed breakdown of hours worked by each worker, the applicable hourly rate as per their Financial Proposal; the materials used on each job, and mark-up for parts and materials and be accompanied by copies of the related service reports. The Project Authority may request at any time, a copy of the Refrigeration Contractors invoice from a supplier showing prices charged to the Refrigeration Contractor for materials and supplies being marked-up and charged to Agriculture & Agri-Food Canada as a result of this Standing Offer Agreement.

All submitted invoices for each individual call-up will be checked and approved by the Project Authority before processing. All invoices received relating to a call-up identification number will be final, no additional charges against that call-up number will be accepted by Agriculture & Agri-Food Canada.



2.0 SCOPE OF WORK

This Section outlines the type of Refrigeration Work found at the CRDC which includes the Harrington Farm.

The extent of work to be performed during the course of the standing offer will be determined by the availability of funds, research requirements, maintenance requirements and unforeseen breakdowns. The scope of work will be defined at the time of each call up against the standing offer.

Type of services required

The Types of service required include but are not limited to:

1. Repair of refrigeration and air conditioning compressors, condensers, evaporators, piping and controls.
2. Repairs of refrigeration package control system
3. Troubleshooting and repairs to all associated low voltage wiring
4. Semi-annual leak tests of refrigeration and air conditioning systems
5. Repairs to the walk-in freezers and coolers, and related controls
6. Repairs to any equipment leaks and equipment malfunctions
7. Repairs to growth cabinets, incubators, minus 80 and minus 135 freezers and fridges

Notwithstanding the above, the following is a general list of the work that would normally be encountered at the Charlottetown and Harrington facilities, for which the Contractor's staff must be experienced and capable of performing throughout the duration of the standing offer.

2.1 Greenhouse Areas General

General repairs to artic coolers, greenhouse compartment fans, air conditioning for growth cabinet room, air conditioning for LAN room, HRV for main area and other general repairs of refrigeration equipment.

2.2 Central Power Plant Equipment and Systems

Make repairs to piping systems, valves, pumps and other equipment associated with the operation of the cooling systems.

2.3 Air Handling Systems

Install new cooling coils and control valve systems.

2.4 Pipe Insulation Work

Provide licenced insulation mechanics as required to repair or replace insulation on various piping systems and equipment, this is required for complete equipment installations and service.

2.5 Provide Licenced Personnel to Perform Legislated Testing

Provide Licenced personnel to perform tests and inspections and provide hard copy reports as required by the Project Authority.

2.6 Fabricate and Install Duct Systems

Modify sheet metal ductwork as required to supply conditioned air to work spaces. Install new ductwork as required for supply and return air systems within the facility. Install ceiling diffusers, return air grilles and service mixing boxes as required.



2.7 New Equipment Operation/Drawings and Maintenance Requirements

Supply engineering design criteria, plans, equipment specifications and cost estimates as required to replace, or modify all major system components operating within the facility. Example, provide design criteria for replacement pumps, fans, roof top units, split air condition systems, refrigeration systems, special valves and other components for review by Project Authority.

Supply all engineering data, operating characteristics, drawings and maintenance instructions for all replacement equipment supplied and installed under this standing offer agreement.

The Contractor shall provide, if applicable, training to the CRDC maintenance employees and to the user groups on the operating and maintenance procedures for all new or modified systems/equipment.

2.8 Building Management Control System

If the Contractor is required to install a complete operating system and building management control systems are required to be installed as part of the work, the Refrigeration Contractor must obtain pricing from the appropriate local Building Management Control Company to perform the work.

All buildings in Charlottetown use Delta Controls.

All buildings in Harrington use Automated Logic Controls.

2.9 Greenhouse Structures and Systems

Fabricate specialized equipment and systems as required to support greenhouse operations.

3.0 STANDARDS OF WORKMANSHIP

3.1 General

In general all work shall be performed and inspected in accordance with applicable codes, acts and regulations related to plumbing, gas fitting, steam fitting, ventilation, pressure vessels, laboratory safety, federal fire code, Canadian Electrical and Safety Code and CSA certifications for wiring and electrical equipment in Prince Edward Island.

Other acts, codes and regulations apply, Provincial, Federal and Municipal requirements exist and relate to the scope of work herein as follows:

- 3.1.1 Canadian Electrical Code (CEC)
- 3.1.2 National Building Code (NBC)
- 3.1.3 National Fire Code (NFC)
- 3.1.4 Canadian Plumbing Code
- 3.1.5 Canadian General Standards Board (CGSB)
- 3.1.6 Canadian Standards Association (CSA)
- 3.1.7 Underwriters Laboratories of Canada (ULC)
- 3.1.8 Trade Qualification Apprenticeship Authority (TQAA)
- 3.1.9 Apprenticeship and Certification Act (ACA)
- 3.1.10 Environment Canada and Agriculture Canada Halocarbon Regulations



3.2 Number of available licensed tradespersons available to work

- 3.2.1 A minimum of two (2) licensed refrigeration tradespersons, under the Contractor's full-time employ, must be available to perform work at the CRDC. This is to ensure continuity during Contractor staff holidays or absences;
- 3.2.2 Only journeymen shall perform the repairs. An apprentice may perform work only when directly supervised by the licensed technician and has been previously approved by the Project Authority;
- 3.2.3 Services to be provided by one (1) journeyman at a time only, unless specified and included on the price quote, and approved with a call-up by the Project Authority or his designated representative.

3.3 Equipment Rebuilding

Unless otherwise noted by the Project Authority, equipment shall be rebuilt to original - refrigeration specifications and according to manufacturer's rebuild instructions. Where available, copies of original refrigeration drawings and specifications will be made available to the Contractor.

3.4 Pressure Vessel Inspection

In instances where work is performed on high pressure piping and pressure vessels, the piping or pressure vessels must be inspected by a Provincial Pressure Vessel Inspectors. Any problems encountered by an inspector are to be promptly rectified by the Mechanical Contractor. Visits by inspectors are to be arranged by the Mechanical Contractor in collaboration with the Project Authority.

3.5 Pipe, Pipe Supports and Valve Standards

Valves used on piping systems must meet or exceed the quality and service rating of the original equipment. Pipe and fittings must be of the proper type, wall thickness and rating for the type of service it provides. Neatly label all piping systems upon completion of the work, large legible colour coded labels with directional arrows are required.

Apply pipe insulation to meet application, ensure vapour barrier is installed on cold and chilled water piping, finish pipe insulation with various coverings such as canvas, PVC and or aluminium jackets as directed by the AAFC Site Authority. Ensure hot pipes and vessels are well insulated to prevent heat loss and burns to employees.

All piping shall be supported with uni-strut, pipe clamps and/or pipe hangers in accordance with good plumbing and pipe fitting practice.

3.6 Warranty and Technical Literature Support Documents

The Refrigeration Contractor will furnish to AAFC all warranty documents concerning warranty guarantee's for workmanship, parts and labour. Documents will specify period and type of guarantee. Supply to the Project Authority all technical literature and maintenance instructions supplied by the factory for new equipment for filing and future reference. The Refrigeration Contractor shall be capable of providing warranty support and replacement parts for all systems installed as part of this Refrigeration Standing Offer Agreement.

3.7 Equipment, Components and Supplies

All equipment and components supplied and installed as part of this project will be compatible with existing systems operating at the Research Centre and approved for use in Canada. All equipment,



components and supplies installed at this facility will be new, used parts are not acceptable. The Refrigeration Contractor will ensure that all systems and system components are tested and that each system is fully commissioned. Commissioning will be supervised by the Project Authority. Additions, relocations or removal of equipment or systems are to be recorded, dated and initialled by the Contractor on the as-built prints where applicable

3.8 Disposal of Waste Materials

No surplus materials are to be removed from the site without prior approval of the project authority.

The Refrigeration Contractor will dispose of all debris in an environmentally acceptable manner. Separate and dispose of used materials into recycle waste where applicable.

3.9 Equipment and Structural Measurements

All site, equipment and structural measurements are the responsibility of the Refrigeration Contractor.

3.10 Damage to Federal Property

Any damage to Federal property or equipment by the Refrigeration Contractors employees or sub-contractors will be the responsibility of the Refrigeration Contractor.

3.11 Material Deliveries, Off-Loading and Site Storage

When the delivery of materials or equipment is required for the performance of the work, the refrigeration contractor will be responsible for off-loading all materials associated with the work.

AAFC personnel and equipment will not handle Refrigeration Contractors material at any time. The Refrigeration Contractor's employees will not use or move Federal Government motor vehicles or motorized equipment found on either site; when vehicles or other motorized equipment requires moving, the contractor will communicate with the Project Authority.

The Refrigeration Contractor will sign for all materials that are delivered to the site and associated with this project. AAFC employees are not authorized to sign for materials delivered to Contractors.

The Refrigeration Contractor will be allowed to store supplies and materials on the site, but must take responsibility for loss or damage.

3.12 Identification and Labelling

The Refrigeration Contractor will ensure that all new control panels, pipe systems, electrical breakers/disconnects are neatly labelled for safety and operational purposes.

4.0 SITE SPECIFIC REQUIREMENTS AND CONDUCT

4.1 On Site Security and Identification

4.1.1 Photo identification is required for all Contractors' employees, including any subcontracted staff, working at the Charlottetown Research and Development Centre. Identification cards will be worn at all times by the Refrigeration Contractors employees.

4.1.2 All Contractors' employees, including any subcontracted staff, are to follow site specific security rules and regulations which include but are not limited to, possessing the required security clearances to be granted access to the centre's premises, and signing in and out of the building.



- 4.1.3 Each day the Refrigeration Contractor's employees are working on site, prior to starting work, they will be required to advise the Project Authority of their arrival, discuss the work plan for that day, and advise of any systems or equipment that will require a shutdown.

4.2 Service Interruptions

- 4.2.1 The Project Authority will notify staff when systems or equipment must be taken out of service.
- 4.2.2 Any shut down of services required for overhaul work must be planned with the Project Authority well in advance to allow adequate time to advise research staff and to minimize disruptions to research activities.
- 4.2.3 The Contractor will take all precautions to protect existing equipment, electrical components, wiring and control systems from damage during work.

4.3 Site Health and Safety

- 4.3.1 The Federal Government takes Health and Safety for all persons granted access to the workplace very seriously. In accordance with the Canada Labour Code part 2 all reasonable care should be taken to ensure that all persons granted access to the workplace, other than the contractor's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed to in the workplace. The Contractor's staff will be briefed by the Project Authority outlining known risks prior to commencing work in specific areas of the Facility.
- 4.3.2 The General Contractor's on site representatives will observe all Federal/Provincial and Local Health and Safety Rules and Regulations while working on the site. As required a meeting will be arranged to discuss Health and Safety related concerns with the project authority.
- 4.3.3 Refrigeration Contractors employees are to be supplied with appropriate safety gear and devices while working on site, this safety gear must be used at all times. Examples of such equipment are safety goggles, breathing apparatus, gloves, safety shoes, hard hats, fall arrest harnesses, coveralls, welding shields, welding screens, CSA approved ladders and scaffold equipment. This is only a partial list, in any case, follow applicable safety rules and regulations while on the site.
- 4.3.4 When the work to be performed requires it, refrigeration Contractor's employees must provide safety signs, barriers, tapes and screens so they can barrier off dangerous areas while work is being performed.
- 4.3.5 File a site specific safety plan with the Project Authority for large repairs.
- 4.3.6 File a health and safety plan with the Project Authority for large repairs.
- 4.3.7 Regarding personnel safety, A Designated Substances Report is available on site; this list is available to the Refrigeration Contractor at all times.

4.4 Starting and Stopping of Equipment Disruption of Services

- 4.4.1 The Refrigeration Contractor's employees are not allowed to stop or start any equipment associated with the operation of the Research Centre without the approval of the Project Authority.
- 4.4.2 The Refrigeration Contractor's employees will report any damage or dangerous conditions that exist within the work area, report this information to the Project Authority and stop all work until the situation is rectified.



- 4.4.3 The Refrigeration Contractor's employees are to maintain a clean work site. Always clean up the site before leaving, do not leave fluids and standing water on floors as this may cause a slip and fall incident.
- 4.4.4 Regarding Asbestos Pipe/Duct Insulation, removal is not part of this Standing Offer Requirement. All employees of the Contractor are not to disturb asbestos material. If they encounter asbestos material while working, they are to stop work immediately and notify the Project Authority.

4.5 Facility Fire Monitoring and Alarm System

The Refrigeration Contractor and their employees will under no circumstances adjust, disconnect or alter in any way a Fire Safety System or Life Safety System in operation at the Research Centre. Any person working on such systems will hold a current licence in the Province of Prince Edward Island to work on Fire Safety Systems or Backup Power Generation Systems.

This work is scheduled with and performed by a Certified Contractors only.

4.6 Facility Doors

The Contractor's employees, upon leaving the site at the end of a day, will never leave doors in an open or unlocked position. Never chain close or block a fire egress door; consultation with the site Facility Manager or his/her representative is mandatory.

**APPENDIX C
BASIS OF PAYMENT (Financial Proposal)**

1.0 GENERAL

Payment shall be in accordance with article 5.0 of Call-up clauses, Method of Payment and article 6.0 of Call-up clauses, Direct Deposit.

2.0 PRICING BASIS

The Contractor shall be paid in accordance with the table in PART A, for work performed under the Call-up against a Standing Offer. PART B will be used for evaluation purposes only.

BASIS OF PAYMENT - PART A

RATES OFFERED FOR THE DURATION OF THE STANDING OFFER - REFRIGERATION SERVICES

- Prices must exclude all taxes
- No truck charges, mileage or travel expenses will be covered under this standing-offer.

2.1 For regular work as per described in Appendix B – Statement of Work, 1.4.1 “Regular Work”

Item #	Skilled Trades	Unit	Basic Year First year from the date of SO award		Optional Year I Second year from the date of SO award		Optional Year II Third year from the date of SO award		Optional Year III Fourth year from the date of SO award		Optional Year IV Fifth year from the date of SO award	
			Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$
1	Journeyman HVAC-R Technician	Per hour										
2	Apprentice HVAC-R Technician	Per hour										
3	Mark up % Rate parts, materials, equipment	%										

2.2 For any emergency call requiring immediate action, as per described in Appendix B – Statement of Work, 1.4.2 “Emergency service or repair work”

	Basic Year First year from the date of SO award		Optional Year I Second year from the date of SO award		Optional Year II Third year from the date of SO award		Optional Year III Fourth year from the date of SO award		Optional Year IV Fifth year from the date of SO award	
	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$
4	<u>\$ _____ / hr</u>		<u>\$ _____ / hr</u>		<u>\$ _____ / hr</u>		<u>\$ _____ / hr</u>		<u>\$ _____ / hr</u>	

Name of Offeror: _____ Name of Authorized Signatory: _____ Signature: _____

Position of Signatory: _____ Date: _____



**APPENDIX C
BASIS OF PAYMENT (Financial Proposal)**

PART B - FINANCIAL EVALUATION OF OFFERED RATES

This section will not be part of the Standing Offer. Rates in this section must be identical to rates submitted in Part A.

**** Estimate quantities provided hereunder are in no instance to be interpreted as an expected volume of work. These only serve for evaluation purposes.**

BASIC YEAR – First year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Weighting)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Weighting)	Total per Trade (Total A + Total B)
1	Journeyman HVAC-R Technician	Per hour		X 300			X 50		
2	Apprentice HVAC-R Technician	Per hour		X 100			X 15		
3	Mark up % Rate parts, materials, equipment			X 10 000					
		%		X 10 000					
4	Emergency Calls	Hour		X 20					
						TOTAL EVALUATED COST FOR BASIC YEAR:			

OPTIONAL YEAR I – Second year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	Journeyman HVAC-R Technician	Per hour		X 300			X 50		
2	Apprentice HVAC-R Technician	Per hour		X 100			X 15		
3	Mark up % Rate parts, materials, equipment	%		X 10 000					
4	Emergency Calls	Hour		X 20					
						TOTAL EVALUATED COST FOR OPTIONAL YEAR I :			



**APPENDIX C
BASIS OF PAYMENT (Financial Proposal)**

OPTIONAL YEAR II – Third year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	Journeyman HVAC-R Technician	Per hour		X 300			X 50		
2	Apprentice HVAC-R Technician	Per hour		X 100			X 15		
3	Mark up % Rate parts, materials, equipment	%		X 10 000					
4	Emergency Calls	Hour		X 20					
						TOTAL EVALUATED COST FOR OPTIONAL YEAR II :			

OPTIONAL YEAR III – Fourth year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	Journeyman HVAC-R Technician	Per hour		X 300			X 50		
2	Apprentice HVAC-R Technician	Per hour		X 100			X 15		
3	Mark up % Rate parts, materials, equipment	%		X 10 000					
4	Emergency Calls	Hour		X 20					
						TOTAL EVALUATED COST FOR OPTIONAL YEAR III :			



**APPENDIX C
BASIS OF PAYMENT (Financial Proposal)**

OPTIONAL YEAR IV – Fifth year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	Journeyman HVAC-R Technician	Per hour		X 300			X 50		
2	Apprentice HVAC-R Technician	Per hour		X 100			X 15		
3	Mark up % Rate parts, materials, equipment	%		X 10 000					
4	Emergency Calls	Hour		X 20					
						TOTAL EVALUATED COST FOR OPTIONAL YEAR IV :			

Total evaluated cost for Basic Year \$ _____

Name of Offeror: _____

Total evaluated cost for Optional Year I \$ _____

Address of Offeror: _____

Total evaluated cost for Optional Year II \$ _____

Name of Authorized Signatory: _____

Total evaluated cost for Optional Year III \$ _____

Position of Signatory: _____

Total evaluated cost for Optional Year IV \$ _____

Signature: _____

Total for the five (5) years \$ _____

Date: _____

(This amount will be compared against other receivable bids to determine the winner)



APPENDIX D EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

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 MANDATORY TECHNICAL REQUIREMENTS HAVE BEEN MET)

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work, Appendix B.
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFSO.
- 1.3 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.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **LOWEST TOTAL PRICE** for the five (5) years identified on the financial proposal, once all the mandatory requirements have been met.

In the event that two financial proposals are received with the same “total lowest price”, the Standing Offer will be awarded to the Bidder with the most years of experience.

- 1.5 To be considered Compliant, a Proposal Must:
1- Meet all the mandatory technical requirements specified in section 2.0 below
- 1.6 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.
- 1.7 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.8 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 TECHNICAL REQUIREMENTS

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

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).

In order to clearly demonstrate that they possess the required qualifications specified hereunder, the Offerors must submit proof of the following information:

2.1 **Certificate of qualifications**

Offerors must **provide a list of minimum two (2) licensed journeyman HVAC-R technicians** in their present employ that would be sent to the site to perform any part of the general scope of work.

For each individual, offerors must provide copies of valid certificate of qualification i.e. **Interprovincial Red Seal for Refrigeration and Air Conditioning Mechanic certificates**.

2.2 **Offeror experience**

The offeror must have experience in similar projects. To demonstrate this experience the offeror must provide details **on two (2) similar projects** managed by the offering firm:

- Name and location of organization for whom work was done;
- Type of operating environment, i.e. factory, care/medical facility etc.;
- Length time your firm has provided service for the named organization;
- Type(s) and extent of service provided

'*Similar projects*' means:

- a) Type of operating environment, the service was provided in a **commercial or institutional environment**

- b) **Type of service** provided includes all of the following:
 - Plumbing and pipe fitting
 - Welding
 - Duct work fabrication and installation
 - Stainless steel fabrication
 - Maintenance and service on refrigeration and air conditioning equipment up to 60 tonnes
 - Installation of new refrigeration and air conditioning equipment

3.0 **FINANCIAL PROPOSAL**

The Bidder must complete PART A and PART B of the Appendix C, Basis of payment, which will form the Financial Proposal.

4.0 **DETERMINATION OF SUCCESSFUL BIDDER**

Once all the mandatory requirements have been met, the offeror with the lowest total cost (Total for the 5 years – PART B of financial proposal), will be awarded the Standing Offer.

- 4.1 In the case that two (2) equal bids are received, the Offeror with the most experience, as per demonstrated in point 2.0 MANDATORY TECHNICAL REQUIREMENTS, **Offeror experience**, will be awarded the Standing Offer.



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.



PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

Name

Signature

Date



D) INTEGRITY PROVISIONS

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



default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

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

Name

Signature

Date