

**Request for Proposal(s) (RFP): 01B68-18-0104**

**To conduct field and nursery studies, outreach and development projects in support of pesticide risk reduction in outdoor ornamental nursery insect management**

**FOR**

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

**SOLICITATION DATE: June 28, 2018**

**CLOSING DATE: Friday August 10<sup>th</sup>, 2018 AT 12:00 PM EDT**

Contracting Authority:

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## GENERAL INFORMATION

### 1.0 PROJECT SUMMARY

#### 1.1

AAFC is requesting proposals for the conduct of field work and other activities in relation to two (2) individual project requirements. The projects are both intended to meet priority needs identified by stakeholders and experts working with AAFC in the implementation of a risk reduction strategy for management of insect pests of outdoor nursery ornamentals. One project involves the evaluation of entomopathogenic nematodes (EPNs) as biological control agents for root weevil management in outdoor ornamental nurseries. The second project is aimed at maximizing the efficiency of sprayer application equipment for use in ornamental nursery crops

Proponents will choose which specific project or projects they wish to bid on. **One complete proposal will be required for each project bid on.** This will result in the possibility of more than one contract being awarded.

**AAFC may be awarding two (2) contracts as a result of this RFP competitive process based on the two (2) different project types listed. Proponents may bid on just one (1) project or both. The evaluation process will be completed on a per project basis. A successful Proponent may be awarded two (2) contracts, one for each project if that Proponent was ranked first in both.**

### 2.0 SECURITY REQUIREMENTS

Not applicable.

### 3.0 INTERPRETATION

- In the Request for proposal(s) "RFP",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this

RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;

- 3.7 “Proposal(s)” 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. “Proponent” means a person or entity submitting a Proposal(s) in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

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

### **1.0 CONTRACTUAL CAPACITY**

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

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

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

### **3.0 INCURRING COST**

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

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

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal(s).
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **TEN (10)** calendar 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 Proponents, the Contracting Authority will provide, simultaneously to all Proponents any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal(s) solicitation period may (for that reason alone) result in disqualification of a Proposal(s).
- 4.5 Meetings will not be held with individual Proponents prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Proponents shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

## **5.0 RIGHTS OF CANADA**

5.1 Canada reserves the right to:

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

## **6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

6.1 In Canada's experience, Proponents 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 Proponent has recently provided and invoiced another customer (with whom the Proponent 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 Proponent may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Proponent 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 Proponent 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 Proponent 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 Proponent 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 Proponent'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 Proponent does not demonstrate the Proponent's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

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

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

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



## **PART 2: PROPOSAL(S) PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of **Ontario**.
- 1.2 In their bid submission, Proponents may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal(s), 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 Proponent acknowledges the applicable law specified is acceptable to the Proponent.

### **2.0 SUBMISSION OF PROPOSAL(S)**

- 2.1 Proposal(s) must be submitted electronically as described below in Article 3.0.
- 2.2 The proposal(s) **MUST** be delivered via email to and received by the Contracting Authority named on the cover page of the RFP no later than **Friday August 10<sup>th</sup>, 2018 AT 12:00 PM EDT** (local time Ottawa)
- 2.3 The onus for submitting proposal(s) on time at the specified email address rests with the Proponent. It is the Proponent's responsibility to ensure correct delivery of their proposal(s) to the Contracting Authority.
- 2.4 Proposal(s) submitted in response to this RFP will not be returned.

### **3.0 PROPOSAL(S) PREPARATION INSTRUCTIONS**

- 3.1 **Separate proposals are required for each project.** The proposals **should** be structured in **THREE SEPARATE PARTS** as indicated below:

Section 1	Technical Proposal – one per project (with no reference to price) with all related attachments included (as separate files)	1 electronic copy
Section 2	Financial Proposal – one per project	1 electronic copy
Section 3	Certifications ( <b>one set only in your bid package will be required</b> )	1 electronic copy (for both projects is acceptable)

**Part A** - Technical Proposal (with no reference to price) and completed templates (Appendix D, Attachments 1 & 2).

**Part B** - Financial Proposal. Proponents must fill the financial proposal template (See Appendix D, Attachment 3).

**Part C** – Certifications (one set for both projects will be allowed)

3.2 The Proponent may **submit a proposal(s) in either official language.**

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

#### **4.0 PREPARATION OF TECHNICAL PROPOSAL(S) (Section 1)**

4.1 Proponents may submit one email that reflects all the projects being bid upon. The bid for each project must contain its own technical and financial proposal plus related attachments. One set of Certifications can be sent for all proposals submitted.

**Due to file sizes and email server limitations, Proponents will be allowed to submit several emails if required.**

4.2 In the Technical Proposal, the Proponent should demonstrate its understanding of the requirements of the relevant project as detailed in the **Statement of Work Appendix B, scope of work**, as well as demonstrate how the Proponent will meet the requirements of the **Evaluation Procedures and Criteria Appendix D.**

The technical proposal may be organized as follows:

##### 1. General proposal information

- Company background, general information
- Personnel, copy of CV for each employee identified in the proposal
- Specific project for which bid is proposed (no financial information included)
- Certifications as required in Appendix E

##### 2. Technical Proposal

- Completed Project Application Form (Appendix D Attachment 1)
- Completed Project Collaborator Form (Appendix D Attachment 2)

4.3 Security Requirements

N/A

#### **5.0 PREPARATION OF FINANCIAL PROPOSAL(S) (Section 2)**

In the financial proposal(s), the Proponent shall provide a firm all-inclusive price on the Financial Proposal Form (Attachment 3 to Appendix D) per project, to provide all the deliverables in accordance with the Statement of Work Appendix B and Basis of Payment Appendix C. The requirements of the Financial Proposal(s) are detailed in Appendix D, Evaluations Procedures and Criteria.

##### **Project #1**

**The cost of the resulting contract for the entire contract period will not exceed a limitation of expenditure of \$95,000.00 CAD (excluding applicable taxes).**

## **Project #2**

**The cost of the resulting contract for the entire contract period will not exceed a limitation of expenditure of \$80,000.00 CAD (excluding applicable taxes).**

**Any Proposal(s) submitted that exceeds the limitations of expenditure as stated above will be deemed as non-compliant and receive no further consideration.**

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate. The failure by US companies to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a US company's bid made in any currency other than Canadian.

GST /HST (if applicable) can only be collected if your company has a GST/HST registration number. For further information please contact Canada Revenue Agency at:

<https://www.canada.ca/en/services/taxes.html>

**Prices shall not appear in any area of the bid(s) except in the Financial Proposal(s).**

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

In order to be awarded a contract, the certifications **in Appendix "E"** will be required, just one set per bid package. The certifications should be submitted with the proposal(s). Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal(s) pursuant to this paragraph, the Contracting Authority will so inform the Proponent and provide the Proponent 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(s) non-responsive.

Compliance with the certifications the Proponent 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 Proponent is compliant with the applicable certifications before and after award of a contract. Any certification made by the Proponent 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 Proposal(s) will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposal(s) received for each project 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, Scope of Work, Project 1 or 2 as appropriate)**.

7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposal(s) 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 Proponents regarding any or all information provided by them with respect to the bid solicitation;
- b) contact any or all references supplied by Proponents to verify and validate any information submitted by them;
- c) request, before award of any contract, specific information with respect to Proponents' legal status;
- d) verify any information provided by Proponents through independent research, use of any government resources or by contacting third parties;
- e) interview, at the sole costs of Proponents, any Proponent and/or any or all of the resources proposed by Proponents to fulfill the requirement of the bid solicitation.

## **8.0 REQUESTS FOR PROPOSAL(S) AMENDMENT(S)**

8.1 Any modifications to this RFP will be made through an amendment posted via GETS ([buyandsell.gc.ca](http://buyandsell.gc.ca)).

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

Upon a Contract(s) being awarded pursuant to RFP #01B68-18-0104, the following Terms and Conditions shall form part of the Resulting Contract:

#### **1.0 GENERAL CONDITIONS**

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

#### **2.0 REQUIREMENT**

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

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

#### **3.0 SECURITY REQUIREMENT**

There is no security requirement associated with the work.

#### **4.0 CONTRACT PERIOD**

The contract period shall be from the date of contract award to March 31, 2020 or March 31, 2021 depending on the project being conducted under the contract. Contracts shall be established with the possibility of an extension at the discretion of the Project Authority.

#### **5.0 CONTRACTING AUTHORITY**

5.1 The Contracting Authority is:

David Hickman  
Senior Contracting Advisor  
Professional Services Contracting Unit  
Agriculture and Agri-Food Canada  
1341 Baseline Road, T5-2, Room 339  
Ottawa, ON K1A 0C5  
Tel.: 613-773-0932  
E-mail: [david.hickman@agr.gc.ca](mailto:david.hickman@agr.gc.ca)

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

## **6.0 PROJECT AUTHORITY**

6.1 The Project Authority for the Contract is:

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

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

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

## **7.0 CONTRACTOR REPRESENTATIVE**

7.1 The Contractor Representative for the Contract is:

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

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

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

## **8.0 PRIORITY OF DOCUMENTS**

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E;
6. Request for Proposal number 01B68-18-0104;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

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

In this section of the RFP,

- 9.1 Agriculture and Agri-Food Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reason(s), as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## 10.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

N/A

## 11.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

## 12.0 BASIS OF PAYMENT

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

## 13.0 METHOD OF PAYMENT

- 13.1 Payment will be made **in accordance the payment schedule listed in Appendix C Basis of Payment**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

## 14.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

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

## 15.0 INVOICING INSTRUCTIONS

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

- 15.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Date and invoice number
  - GST/HST/PBN number
  - Name and business address
  - Amount of the claim
  - Contract number

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

## **16.0 MANDATORY CERTIFICATIONS**

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

## **17.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)***

### **17.1 (CANADIAN CONTRACTOR)**

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

### **17.2 (FOREIGN CONTRACTOR)**

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

## **18.0 INSURANCE REQUIREMENTS**

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



## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

1.1 In the contract,

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

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

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

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

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

#### GC2. Powers of Canada

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

#### GC3. General Conditions

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

#### GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the

## ANNEXE A

### CONDITIONS GÉNÉRALES

#### CG1. DÉFINITIONS

1.1 Dans le présent marché d'acquisition :

1.1 « Canada », « Couronne », « Sa Majesté » ou « gouvernement » signifient Sa Majesté la Reine du chef du Canada;

« entrepreneur » signifie la personne, l'entité ou les entités nommées dans le marché d'acquisition pour la fourniture de biens ou la prestation de services ou les deux au Canada;

1.2 « Ministre » signifie le ministre d'Agriculture et Agroalimentaire Canada ou toute personne autorisée;

1.3 « partie » signifie le Canada, l'entrepreneur ou tout autre signataire du marché d'acquisition; « parties » signifie l'ensemble d'entre eux;

1.4 « Taxes applicables » signifie la taxe sur les produits et services (TPS), la taxe de vente harmonisée (TVH) et toute taxe provinciale payable par le Canada selon la loi, tel que la taxe de vente du Québec (TVQ) à compter du 1er avril 2013;

1.5 « travaux » signifie, à moins d'indication contraire, tout ce que l'entrepreneur doit faire, fournir ou livrer pour remplir ses obligations en vertu du marché d'acquisition.

#### CG2. Pouvoirs du Canada

Tous les droits, recours et pouvoirs discrétionnaires accordés ou acquis par le Canada en vertu du marché d'acquisition ou de la loi sont cumulatifs et non exclusifs.

#### CG3. Conditions générales

L'entrepreneur est retenu à titre d'entrepreneur indépendant engagé par le Canada pour exécuter les travaux. Rien dans le contrat n'a pour objet de créer un partenariat, une coentreprise ou mandat entre le Canada et l'autre ou les autres parties. L'entrepreneur ne doit se présenter à quiconque comme un agent ou un représentant du Canada. Ni l'entrepreneur ni ses employés ne constituent des employés, des préposés ou des mandataires du Canada. L'entrepreneur doit effectuer toutes les déductions et tous les versements exigés par la loi relativement à ses employés.

#### CG4. Exécution des travaux

4.1 L'entrepreneur déclare et atteste ce qui suit :

- a) il a la compétence pour exécuter les travaux;
- b) il a les qualifications nécessaires, y compris les connaissances, les compétences et l'expérience, et la capacité de les utiliser efficacement pour exécuter les travaux;
- c) il a le personnel et les ressources nécessaires pour exécuter les travaux.

4.2 Sauf pour les biens du gouvernement nommément prévus au marché d'acquisition, l'entrepreneur fournit tout ce qui est nécessaire à

performance of the Work, including all the resources, facilities, labour 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.

l'exécution des travaux, y compris les ressources, les installations, la main-d'œuvre et la supervision, la gestion, les services, le matériel, les matériaux, les dessins, les données techniques, l'assistance technique, les services d'ingénierie, les procédures d'inspection et d'assurance de la qualité, et la planification nécessaire à l'exécution des travaux.

4.3 L'entrepreneur doit :

- a) exécuter les travaux de manière diligente et efficace;
- b) au minimum, appliquer les tests d'assurance de la qualité, les inspections et les contrôles compatibles avec ceux qui sont généralement utilisés dans l'industrie et dont l'objet est de donner l'assurance raisonnable du degré de qualité exigé en vertu du marché d'acquisition;
- c) veiller à ce que les travaux :
  - (1) soient de bonne qualité et soient exécutés avec des matériaux et une main d'œuvre de qualité;
  - (2) soient en tous points conformes à l'énoncé de travail;
  - (3) répondent à toutes les autres exigences du marché d'acquisition.

4.4 Nonobstant l'acceptation des travaux ou d'une partie des travaux, l'entrepreneur garantit que la qualité des travaux démontrera clairement qu'il les a exécutés conformément à l'engagement prévu au paragraphe 4.3.

**CG5. Inspection et acceptation**

5.1 Les travaux seront soumis à l'inspection du Canada. Le Canada a le droit de rejeter toute partie des travaux, qu'il s'agisse d'un rapport, d'un document, d'un bien ou d'un service qui, tel qu'il est soumis, n'est pas conforme aux exigences du marché d'acquisition ou n'est pas à la satisfaction du Canada, ou d'en exiger la modification aux frais de l'entrepreneur, avant d'effectuer un paiement.

5.2 L'entrepreneur est en défaut d'exécution du marché d'acquisition si les travaux sont rejetés par le Canada ou s'il ne les modifie pas dans un délai raisonnable.

**CG6. Modifications et renonciations**

6.1 Les modifications apportées à la conception, aux travaux ou au marché d'acquisition ne lient les parties que si elles sont intégrées au marché d'acquisition au moyen d'un document écrit à cet effet ou d'une modification technique portant la signature des représentants autorisés du Canada et de l'entrepreneur.

6.2 Bien que l'entrepreneur puisse discuter avec les représentants du Canada de modifications éventuelles à l'étendue des travaux, le Canada n'assume le coût de ces modifications que lorsqu'elles sont intégrées au marché d'acquisition conformément au paragraphe 6.1.

6.3 Une renonciation n'est valable, ne lie les parties et ne modifie leurs droits que si elle est faite par écrit par l'autorité contractante, dans le cas d'une renonciation du Canada, et par le représentant autorisé de l'entrepreneur, dans le cas d'une renonciation de l'entrepreneur.

6.4 La renonciation par une partie à exercer un recours pour inexécution de toute condition du marché d'acquisition n'empêche pas cette partie d'exiger l'exécution de cette condition lors d'une inexécution subséquente, et n'est pas réputée être une renonciation à exercer en recours pour une inexécution subséquente, ni interprétée comme

telle.

#### **GC7. Time of the Essence**

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

#### **CG7. Délais de rigueur**

Il est essentiel que les travaux soient exécutés dans le délai ou au moment fixé dans le marché d'acquisition.

#### **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.

#### **CG8. Retard excusable**

8.1 Tout retard de l'entrepreneur à s'acquitter de ses obligations en vertu du marché d'acquisition, qui survient en l'absence de toute faute ou négligence de la part de l'entrepreneur, de ses sous-traitants, de ses mandataires ou de ses employés, ou qui est causé par un événement indépendant de la volonté de l'entrepreneur, et que l'entrepreneur n'aurait pu empêcher sans assumer des frais exorbitants en recourant, par exemple, à des plans de redressement, incluant d'autres sources, ou à d'autres moyens, constitue un retard excusable.

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.

8.2 L'entrepreneur doit informer le ministre dès que se produit un fait qui entraîne un retard excusable. Il doit préciser, dans son avis, la cause et les circonstances du retard et mentionner la partie du travail qui est touchée. À la demande du ministre, l'entrepreneur fournit une description, sous une forme jugée acceptable par le ministre, des plans de redressement, dans lesquels il mentionne d'autres sources et d'autres moyens qu'il pourrait utiliser pour rattraper le retard et s'efforcer d'en prévenir d'autres. Dès la réception de l'approbation écrite des plans de redressement par le ministre, l'entrepreneur doit mettre ces plans de redressement à exécution et prendre tous les moyens raisonnables pour rattraper le retard excusable.

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.

8.3 Si l'entrepreneur ne respecte pas les conditions du marché d'acquisition ayant trait à cet avis, tout retard qui pourrait être excusable n'est pas considéré comme tel.

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.

8.4 Après trente (30) jours ou plus de retard excusable, le Canada peut, par avis écrit à l'entrepreneur, résilier le marché d'acquisition. En l'occurrence, les parties conviennent de renoncer à toute réclamation pour dommages, coûts, profits anticipés ou autres pertes découlant de la résiliation ou de l'événement qui a contribué au retard excusable. L'entrepreneur convient de rembourser immédiatement au Canada la portion de toute avance non liquidée à la date de la résiliation.

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.

8.5 Sauf si le retard excusable est dû au manquement du Canada de s'acquitter d'une obligation en vertu du marché d'acquisition, le Canada n'est pas responsable des coûts additionnels encourus par l'entrepreneur ou l'un de ses sous-traitants ou mandataires par la suite d'un retard excusable.

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:

8.6 Si le marché d'acquisition est résilié en vertu du présent article, le Canada peut exiger que l'entrepreneur lui livre, selon les modalités et dans la mesure prescrites par le Canada, toutes les parties achevées des travaux qui n'ont pas été livrées ni acceptées avant la résiliation, de même que tout ce que l'entrepreneur a acquis ou produit expressément pour l'exécution du marché d'acquisition. Le Canada paie alors à l'entrepreneur :

(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

a) la valeur, calculée en fonction du prix contractuel, y compris la quote-part du profit ou des honoraires de l'entrepreneur inclus dans le prix contractuel, de toutes les parties des travaux terminées qui sont livrées et acceptées par le Canada;

(b) the cost to the Contractor that Canada considers reasonable in

respect of anything else delivered to and accepted by Canada.

b) le coût de l'entrepreneur que le Canada juge raisonnable en ce qui concerne toute autre chose livrée au Canada et acceptée par le 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.

8.7 Le montant total versé par le Canada en vertu du marché d'acquisition jusqu'à sa résiliation et tous les montants payables en vertu du présent paragraphe ne doivent pas dépasser le prix contractuel.

#### **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 fulfilment 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.

#### **CG9. Résiliation pour raisons de commodité**

9.1 Nonobstant toute autre disposition du marché d'acquisition, le ministre peut, en donnant un avis à l'entrepreneur, résilier ou suspendre le marché d'acquisition sans délai relativement à la totalité ou à toute partie des travaux non terminée.

9.2 Les travaux terminés par l'entrepreneur à la satisfaction du Canada avant l'envoi d'un tel avis sont payés par le Canada conformément aux dispositions du marché d'acquisition; pour les travaux non terminés au moment de la signification de cet avis, le Canada paie à l'entrepreneur les coûts, déterminés de la façon précisée dans le marché d'acquisition, au montant représentant une indemnité juste et raisonnable relativement à ces travaux.

9.3 En plus du montant qui lui est payé en vertu de l'article CG9.2, l'entrepreneur a droit au remboursement des frais liés à la résiliation, consécutivement à cet avis, des engagements qu'il a pris et des frais connexes, ainsi que des engagements qu'il a pris ou des obligations qui lui incombent relativement aux travaux.

9.4 L'entrepreneur ne peut réclamer de dommages-intérêts, d'indemnité, de perte de profits ou d'autre compensation pour aucune raison se rapportant directement ou indirectement à une mesure prise par le Canada ou à un avis donné par lui en vertu des dispositions de l'article CG9, sauf de la façon et dans la mesure qui y sont expressément indiquées.

9.5 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG9.1, le Canada peut exiger que l'entrepreneur lui remette, de la façon et dans la mesure qu'il précise, tout travail complété qui n'a pas été livré avant l'arrêt des travaux ainsi que les matériaux, les biens ou les travaux en cours que l'entrepreneur a acquis ou produits expressément pour l'exécution du marché d'acquisition.

#### **CG10. Résiliation pour manquement de la part de l'entrepreneur**

10.1 Le Canada peut, par avis à l'entrepreneur, résilier le marché d'acquisition, en tout ou en partie :

- a) si l'entrepreneur ne s'acquitte pas de toutes ses obligations en vertu du marché d'acquisition ou, de l'avis du Canada, ne fait pas avancer les travaux, au point de compromettre l'exécution du marché d'acquisition conformément à ses conditions;
- b) dans la mesure permise par la loi, si l'entrepreneur fait faillite ou devient insolvable, fait l'objet d'une ordonnance de séquestre, fait cession de ses biens au profit de ses créanciers, fait l'objet d'une ordonnance ou d'une résolution de liquidation, ou se prévaut de quelque loi concernant les débiteurs faillis ou insolvables; ou
- c) si l'entrepreneur fournit une fausse déclaration en contravention des article GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou 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:

10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.

10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.

10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

#### **CG11. Suspension des travaux**

11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des travaux prévus au marché d'acquisition. L'entrepreneur doit se conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

#### **CG12. Prolongation du marché d'acquisition**

12.1 Si, de l'avis du ministre, des travaux additionnels de même nature que les travaux décrits dans le marché d'acquisition sont nécessaires, l'entrepreneur effectue les travaux et, au besoin, la durée du marché d'acquisition est prolongée en conséquence, et les parties confirment cette prolongation par écrit.

12.2 Le paiement des travaux décrits au paragraphe 1 est calculé et effectué selon la formule exposée à l'article CG12 et, au besoin, est établi au prorata.

12.3 Si le ministre décide de payer à l'entrepreneur des dépenses relatives aux travaux exposés à l'article CG12.1, les parties confirment par écrit la nature des dépenses et leur montant.

#### **MODALITÉS DE PAIEMENT**

##### **CG13. Mode de paiement**

13.1 Dans le cas de paiements progressifs :

- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date de réception d'une demande de paiement progressif dûment remplie, selon les conditions du marché d'acquisition; et
- b) si le ministre soulève une objection relativement à la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de sa réception, aviser par écrit l'entrepreneur de la nature de l'objection.

13.2 Dans le cas d'un paiement à l'achèvement:

- 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.

- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date d'achèvement des travaux ou de la réception d'une demande de paiement et des pièces justificatives aux termes du marché d'acquisition, selon la plus tardive des deux dates;

- b) si le ministre soulève une objection relativement à la présentation de la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de leur réception, aviser par écrit l'entrepreneur de la nature de l'objection.

**CG14. Base de paiement**

- 14.1 Une demande de paiement sous forme de relevé détaillé certifié par l'entrepreneur quant à l'exactitude de son contenu doit être soumise au ministre.
- 14.2 Les frais de déplacement et autres dépenses qui sont prévus au marché d'acquisition sont payés en conformité avec les lignes directrices et les directives du Conseil du Trésor, l'exactitude de la demande de remboursement ayant été au préalable certifiée par l'entrepreneur.

**CG15. Intérêts sur comptes en souffrance**

- 15.1 Aux fins de la présente clause :
  - a) « taux moyen » signifie la moyenne arithmétique simple du taux d'escompte en vigueur chaque jour, à 16 h, heure normale de l'Est, pour le mois civil qui précède immédiatement le mois civil au cours duquel le paiement est effectué;
  - b) le « taux d'escompte » s'entend du taux d'intérêt fixé de temps à autre par la Banque du Canada, qui représente le taux minimum auquel la Banque du Canada consent des avances à court terme aux membres de l'Association canadienne des paiements;
  - c) « date de paiement » signifie la date que porte le titre négociable tiré par le receveur général du Canada et remis aux fins de payer une somme exigible;
  - d) « exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;
  - e) un montant devient « en souffrance » s'il demeure impayé le premier jour suivant le jour où il est devenu exigible.
- 15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux d'escompte moyen de la Banque du Canada du mois précédent majoré de 3 % par année, sur toute somme en souffrance à partir du premier jour où la somme est en souffrance jusqu'au jour qui précède la date de paiement. L'entrepreneur n'est pas tenu d'aviser le Canada pour que l'intérêt soit payable.
- 15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.
- 15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.

**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;

**CG16. Registres à conserver par l'entrepreneur**

- 16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.
- 16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.
- 16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.
- 16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du présent article et impayé, et le porter en compensation de toute somme que le Canada doit à l'entrepreneur à tout moment (y compris en vertu d'autres marchés d'acquisitions). Si le Canada décide de ne pas exercer ce droit à un moment donné, le Canada ne le perd pas.

**CG17. Présentation des factures**

- 17.1 Les factures doivent être soumises au nom de l'entrepreneur. L'entrepreneur doit présenter une facture pour chaque livraison ou expédition; les factures doivent s'appliquer uniquement au marché d'acquisition. Chaque facture doit indiquer si elle porte sur une livraison partielle ou finale.
- 17.2 Les factures doivent indiquer :
- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
  - b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contrats, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;

- (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.

- c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
- d) la composition des totaux, s'il y a lieu;
- e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.

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.

17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.

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.

17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

**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.

**CG18. Droit de compensation**

Sans restreindre tout droit de compensation accordé par la loi, le ministre peut porter en compensation tout montant payable à l'entrepreneur en vertu du marché d'acquisition, de tout montant payable au Canada par l'entrepreneur en vertu du marché d'acquisition ou de tout autre marché d'acquisition en cours. Lorsqu'il effectue un paiement en vertu du marché d'acquisition, le Canada peut déduire du montant payable à l'entrepreneur tout montant qui est ainsi payable au Canada par l'entrepreneur et qui, du fait du droit de compensation, peut être retenu par le 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.

**CG19. Cession**

- 19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.
- 19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au 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.

**GC20. Sous-traitance**

- 20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.
- 20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada envers un sous-traitant.
- 20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis en vertu du marché d'acquisition.

**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.

**CG21. Indemnisation**

21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.



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.

21.2 L'obligation qui incombe à l'entrepreneur d'indemniser ou de rembourser le Canada en vertu du marché d'acquisition n'empêche pas le Canada d'exercer tout autre droit que lui confère la loi.

**CG22. Confidentialité**

L'entrepreneur traite de façon confidentielle, pendant et après l'exécution des travaux, l'information à laquelle il a accès en raison du marché d'acquisition. Il doit faire les meilleurs efforts pour veiller à ce que ses préposés, ses employés, ses mandataires et ses sous-traitants ou ses agents attitrés observent les mêmes normes de confidentialité.

**CG23. Indemnisation – Droit d'auteur**

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés pour violation réelle ou alléguée d'un droit d'auteur du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de tout ce qui est fourni aux termes du marché d'acquisition.

**CG24. Indemnisation – Inventions, etc.**

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés par suite de l'utilisation protégée par brevet, ou pour violation réelle ou alléguée d'un brevet ou d'un dessin industriel enregistré du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de ce qui est fourni aux termes du marché d'acquisition.

**CG25. Propriété du droit d'auteur**

25.1 Tout ce qui est créé ou conçu par l'entrepreneur aux fins de l'exécution des travaux prévus au marché d'acquisition et qui est protégé par droit d'auteur appartient au Canada. L'entrepreneur appose le symbole du droit d'auteur et indique l'un ou l'autre des avis suivants, selon le cas :

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

ou

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

25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une renonciation écrite et définitive aux droits moraux, sous une forme acceptable pour le ministre, de la part de chaque auteur qui a contribué aux travaux. S'il est lui-même un auteur, l'entrepreneur renonce définitivement à ses droits moraux.

**CG26. Taxes**

26.1 Taxes municipales  
Les taxes municipales ne s'appliquent pas.

26.2 Les ministères et organismes fédéraux doivent payer les taxes applicables.

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.

26.3 Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

26.4 L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

26.5 Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

26.6 Retenue d'impôt de 15 p. 100

En vertu de la *Loi de l'impôt sur le revenu*, 1985, ch. 1 (5e suppl.) et du Règlement de l'impôt sur le revenu, le Canada doit retenir 15 p. 100 du montant à payer à l'entrepreneur pour les services rendus au Canada si l'entrepreneur est un non-résident, à moins que l'entrepreneur n'obtienne une dérogation valide. Le montant retenu est gardé dans un compte pour l'entrepreneur pour tout impôt à payer exigible par le Canada.

**CG27. Sanctions internationales**

27.1 Les personnes qui se trouvent au Canada, et les Canadiens qui se trouvent à l'extérieur du Canada, sont liés par les sanctions économiques imposées par le Canada. Par conséquent, le gouvernement du Canada ne peut accepter aucune livraison de biens ou de services qui proviennent, directement ou indirectement, des personnes ou des pays assujettis à des sanctions économiques.

On trouvera les détails sur les sanctions actuelles à l'adresse :  
<http://www.international.gc.ca/sanctions/index.aspx?lang=fra>

27.2 L'entrepreneur ne doit pas fournir au gouvernement du Canada de biens ou de services qui sont assujettis à des sanctions économiques.

27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre un pays ou une personne ou de l'ajout d'un bien ou d'un service à la liste des biens ou services visés par les sanctions. Si les parties n'arrivent pas à s'entendre sur un plan de redressement, le marché d'acquisition est résilié pour raisons de commodité conformément à l'article CG9.

**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.

**CG28. T1204 Paiements contractuels de services du Gouvernement**

28.1 Conformément au règlement établi en application de l'alinéa 221 (1)(d) de la *Loi de l'impôt sur le revenu*, les paiements que versent des ministères et organismes à des entrepreneurs en vertu des marchés d'acquisitions de services pertinents (y compris des marchés d'acquisitions comportant une combinaison de biens et de services) doivent être déclarés à l'aide du formulaire « Paiements contractuels de services du gouvernement », T1204. Pour permettre aux ministères et organismes clients de se conformer à cette exigence, les entrepreneurs sont tenus de fournir des renseignements au sujet de leur raison sociale et de leur forme juridique, leur numéro d'entreprise ou leur numéro d'assurance sociale ou les autres renseignements sur le fournisseur, le cas échéant, avec une attestation d'exhaustivité et d'exactitude des renseignements.

**CG29. Successeurs et ayants droit**

Le marché d'acquisition est au bénéfice des parties au marché d'acquisition ainsi que de leurs héritiers légaux, exécuteurs testamentaires, administrateurs, successeurs et ayants droit, qui sont tous par ailleurs liés par ses dispositions, selon le cas.

**CG30. Conflits d'intérêts et Code de valeurs et d'éthique de la fonction publique**

L'entrepreneur reconnaît que les personnes qui sont assujetties aux dispositions de la *Loi sur les conflits d'intérêts*, 2006, ch. 9, art. 2, du *Code régissant les conflits d'intérêts des députés*, de tout code de valeurs et d'éthique fédéral applicable ou de toute politique fédérale applicable régissant les conflits d'intérêts et l'après-mandat ne peuvent tirer aucun avantage direct du marché d'acquisition, à moins que les conditions d'octroi et de réception de ces avantages soient conformes aux dispositions des lois et codes susmentionnés.

**CG31. Pots-de-vin**

L'entrepreneur déclare qu'aucun pot-de-vin, cadeau, bénéfice ou autre avantage n'a été ni ne sera payé, donné, promis ou offert, directement ou indirectement, à un représentant ou à un employé du Canada ni à un membre de sa famille, en vue d'exercer une influence sur l'attribution ou la gestion du marché d'acquisition.

**CG32. Erreurs**

Nonobstant toute disposition contraire du marché d'acquisition, rien n'est à payer à l'entrepreneur pour le coût des travaux qu'il effectue afin de corriger des erreurs ou des omissions dont lui-même, ses préposés, ses mandataires ou ses sous-traitants sont responsables, et que ces erreurs ou omissions seront corrigées aux frais de l'entrepreneur, ou, au choix du Canada, que le marché d'acquisition pourra être résilié, auquel cas l'entrepreneur recevra le seul paiement déterminé en vertu de l'article CG10.

**CG33. Exécution**

L'omission par le Canada d'exiger que l'entrepreneur se conforme à une disposition quelconque du présent marché d'acquisition ne change rien au droit du Canada par la suite de faire respecter cette disposition et, lorsqu'il renonce à un droit en cas de dérogation à une condition du marché d'acquisition, il n'est pas présumé renoncer à un droit en cas de dérogation subséquente à cette condition ou à une autre.

**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. Criminal Offense**

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

**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

**CG34. Genre**

Le singulier ou le masculin employé dans le présent marché d'acquisition comprend le pluriel, le féminin ou les deux, selon le contexte ou la volonté des parties.

**CG35. Prorogation**

Les obligations des parties concernant la confidentialité, les déclarations et les garanties prévues au marché d'acquisition ainsi que les autres dispositions du marché d'acquisition qu'il est raisonnable de présumer, en raison de la nature des obligations et des droits qui y sont prévus, qu'elles devraient demeurer en vigueur demeurent applicables malgré l'expiration ou la résiliation du marché d'acquisition.

**CG36. Dissociabilité**

La disposition du marché d'acquisition qui serait déclarée invalide, illégale ou non susceptible d'exécution par un tribunal compétent disparaît du marché d'acquisition, sans affecter aucune autre disposition du marché d'acquisition.

**CG37. Honoraires conditionnels**

L'entrepreneur atteste qu'il n'a pas versé ni convenu de verser, directement ou indirectement, et convient de ne pas verser, directement ou indirectement, des honoraires conditionnels pour la sollicitation, la négociation ou l'obtention du marché d'acquisition à toute personne autre qu'un employé de l'entrepreneur agissant dans le cadre normal de ses fonctions. Dans le présent article, « honoraires conditionnels » signifie tout paiement ou autre forme de rémunération qui est subordonnée au degré de succès ou calculée en fonction du degré de succès obtenu dans la sollicitation, la négociation ou l'obtention du marché d'acquisition, et « personne » signifie tout particulier qui est tenu de fournir au registraire une déclaration en vertu de l'article 5 de la *Loi sur le lobbying*, 1985, ch. 44 (4<sup>e</sup> suppl.).

**GC38. Infraction au code criminel**

L'entrepreneur déclare qu'il n'a pas été déclaré coupable de l'une des infractions visées aux articles 121, 124 et 418 du Code criminel, à l'exception, le cas échéant, des infractions pour lesquelles il a été réhabilité.

**GC39. Communication Publique**

39.1 L'entrepreneur consent à la communication des principaux éléments d'information concernant le marché d'acquisition si la valeur de celui-ci excède 10 000 \$, à l'exception des renseignements visés à l'un des alinéas 20 (1) a) à d) de la *Loi sur l'accès à l'information*.

39.2 L'entrepreneur consent, dans le cas d'un contrat conclu avec un ancien fonctionnaire qui reçoit une pension aux termes de la *Loi sur la pension de la fonction publique* (LFPF), à ce que la qualité d'entrepreneur, pour ce qui est d'être un ancien fonctionnaire qui reçoit une pension, sera déclarée sur les sites Web ministériels dans le cadre des rapports de divulgation proactive décrits à l'article 39.1.

**CG40. Avis**

Tout avis prévu au marché d'acquisition doit être donné par écrit et

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

**GC41. Accuracy**

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

**GC42. Dispute Resolution Services**

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

**GC43. Contract Administration**

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

**GC44. Entire Agreement**

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

peut être livré en main propre, par messenger, par courrier, par télécopieur ou par tout autre moyen électronique qui fournit un support papier du texte de l'avis. Il doit être envoyé à l'adresse de la partie qui en est le destinataire, selon le marché d'acquisition. L'avis prend effet le jour de sa réception à cette adresse. Tout avis destiné au Canada doit être livré au ministre.

**CG41. Exactitude**

L'entrepreneur affirme que les renseignements qui accompagnent sa soumission sont exacts et complets. L'entrepreneur reconnaît que le ministre s'est fondé sur ces renseignements pour conclure le marché d'acquisition. Ces renseignements peuvent être vérifiés de la manière que le ministre peut raisonnablement exiger.

**CG42. Services de règlements des différends**

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* proposera, sur demande d'une partie, un processus extrajudiciaire de règlement des différends en vue de régler tout différend entre les parties au sujet de l'interprétation ou de l'application d'un modalité du présent contrat. Les parties peuvent consentir à participer au processus extrajudiciaire de règlement des différends proposé et à en assumer les coûts. On peut communiquer avec le Bureau de l'ombudsman de l'approvisionnement par téléphone au 1-866-734-5169 ou par courriel à [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

**CG43. Administration du contrat**

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* examinera une plainte déposée par l'entrepreneur concernant l'administration du contrat si les exigences de paragraphe 22.2 (1) *Loi sur le ministère des Travaux publics et des Services gouvernementaux* et les articles 15 et 16 du *Règlements concernant l'ombudsman de l'approvisionnement* ont été respectées, et si l'interprétation et l'application des modalités ainsi que de la portée du contrat ne sont pas contestées. Le Bureau de l'ombudsman de l'approvisionnement peut être joint par téléphone, au 1-866-734-5169 ou par courriel, à l'adresse [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

**CG44. Exhaustivité de l'entente**

Le marché d'acquisition constitue l'intégralité de l'entente intervenue entre les parties relativement à l'acquisition dont il fait l'objet et remplace toutes négociations, communications ou autres ententes antérieures, écrites ou verbales, à moins qu'elles ne soient incorporées par renvoi au marché d'acquisition. Seuls les conditions, engagements, affirmations et déclarations concernant l'acquisition visée qui sont contenus dans le marché d'acquisition lient les parties.

## **APPENDIX B** **STATEMENT OF WORK**

### **1.0 Background**

AAFC is requesting proposals for the conduct of work in Canada to meet specific requirements of the Pesticide Risk Reduction Program in support of its mandate to reduce risks to health and the environment associated with the use of pesticides in agriculture. **The requested work addresses two (2) different issues** i) root weevil management in a variety of ornamental nursery crops, and; ii) maximizing efficiency of pesticide application in outdoor ornamental nurseries.

The contracts to be awarded under this RFP will be from two (2) to three (3) years in duration, depending upon the project. Applicants must submit separate applications for each of the projects for which they wish to bid.

The studies, trials, development work and technology transfer activities carried out as a result of contracts awarded under this request for proposals will make available to Canadian growers beneficial management practices and reduced risk approaches to pest management in priority areas identified by stakeholders and experts through consultation.

### **2.0 Objective**

The objective is to conduct studies, trials and other activities required for two (2) priority projects for the outdoor ornamental sector, as follows:

1. Evaluate entomopathogenic nematodes (EPNs) as biological control agents for root weevil management.
2. Optimizing spray application tools and techniques to maximize efficiency and coverage in outdoor ornamental nursery production.

### **3.0 Scope of Work**

The scope of the work for each project requirement is detailed below:

#### **Project #1**

**(Evaluate entomopathogenic nematodes (EPNs) as biological control agents for root weevil management in outdoor ornamental nursery production):** The requirement is for studies to: validate protocols for monitoring entomopathogenic nematode (EPN) viability (pre- and post- application); evaluate survival of EPNs in commercial products stored over time; evaluate efficiency of EPN products in root weevil management in outdoor ornamental crops; and identify factors that may limit the success of root weevil control by nematodes.

Scope: Work to be conducted over a period of two (2) to three (3) years beginning fall 2018 in a commercial ornamental nursery setting in Canada.

Required activities are:

- Validate an established protocol for nematode viability pre-application (provided in Attachment 1);
- Evaluate the viability of several commercial EPN products over time by testing samples over the course of several months with the established protocol (Attachment 1);

- Validate an established protocol (waxworm, provided in Attachment 2) for measuring nematode viability post-application;
- Determine the importance of factors (such as: application method and timing, soil temperature, soil humidity, air temperature, UV exposure) in impacting the success of root weevil control by nematodes and overall survival of EPNs (Attachment 2) in the Canadian outdoor ornamental nursery context;
- Develop recommendations for growers and communication materials to inform growers and crop advisors;
- Conduct cost-benefit analyses taking into account input and labor costs, yield, and crop value to compare economics of conventional root weevil management practice versus EPNs;
- Summarize project results and submit required deliverables including project reports to AAFC Project Authority.

## **Project #2**

**(Pesticide spray application equipment and methods - maximizing efficiency and coverage):** This requirement is for studies comparing different types of sprayer equipment, assessing factors that contribute to optimal spray coverage, and developing recommendations and communication material for sprayer use in outdoor commercial nurseries.

Scope: Work to be conducted over a period of two (2) to three (3) years beginning in 2018 in a Canadian commercial setting or in a setting that simulates nursery conditions.

Required activities are:

- Identify outdoor nursery plants where management of small-body pests (aphids, thrips or mites) is challenging due to plant architecture or insufficient spray coverage in areas where these pests can be found;
- Develop protocols for testing sprayer efficacy on selected ornamental plant species, including sprayer equipment (eg. nozzles) and application methods (e.g pressure, angle, water volume, use of surfactants, etc.);
- Evaluate and compare efficacy of spray coverage by the use of different types of sprayers/nozzles in combination with various application methods;
- Develop recommendations for growers and communication materials to inform growers and crop advisors;
- Conduct cost-benefit analyses of recommended approaches, taking into account availability of equipment, input and labour costs, effectiveness and ease of approach;
- Summarize project results and submit required deliverables including project reports to AAFC Project Authority.

## **4.0 Communications**

The nature of the work under contracts established as a result of this RFP requires regular communication with the Project Authority. Contractors must submit a workplan for approval by the project authority prior to initiation of the work.

If a contractor becomes aware of a situation which may jeopardize the successful completion of the work (such as extreme weather events, or unexpected illness or death of a key team member) the contractor must communicate this information to the Project Authority immediately.

## 5.0 Deliverables & Timelines

In general, **any projects** contracted under this RFP will be bound by the following schedule of deliverables, depending on the length of the contract:

### For Year 1:

- Deliverable 1A (Detailed Workplan including schedule of planned activities and locations of field work for the first year of the contract) - Due 3 weeks following signing of contract.
- Deliverable 2A (Detailed Annual Report including raw data, discussion of progress, photographs and other documentation as appropriate for the work) – Due March 1, 2019

### For Year 2:

- Deliverable 1B (Detailed Workplan including schedule of planned activities and locations of field work for the second year of the contract) – Due April 30, 2019
- Deliverable 2B (Detailed Annual **or** Final Report including raw data, all data and analyses as required in Statement of Work, original high resolution photographs, outreach materials prepared, and any product specific outputs as described in the specific contract requirements) – Due March 1, 2020

### For Year 3 (if applicable):

- Deliverable 1C (Detailed Workplan including schedule of planned activities and locations of field work for the third year of the contract) – Due April 30, 2020
- Deliverable 2C (Detailed Final Report including raw data, all data and analyses as required in Statement of Work, original high resolution photographs, knowledge and technology transfer materials prepared, and any project-specific outputs as described in the specific contract requirements) – Due March 1, 2021

(Timeframes indicated may be amended at the discretion of the Project Authority)

## 6.0 Contract Duration

Contract end date(s) will be determined depending upon which of the projects is being addressed. Projects will be between one and a half (1.5) years and three (3) years duration.

## 7.0 Constraints

Any field work is subject to the forces of nature throughout the season, including lack of pest pressure crop failure, drought, floods, hail, severe winds, freezing, etc. In the event that it is not possible to conduct the required activities or obtain the required data, the contractor is required to **immediately** notify the AAFC Project Authority. At that time, an alternate course of action may be undertaken. However, if it is not possible to take alternate actions, a project may have to be abandoned. In such a case, AAFC will pay for those costs and expenses incurred by the proponent up until the time a decision is made to abandon the work as per the financial proposal agreed to in the contract and described in Sections 10.0, 11.0 and 12.0 of the terms and conditions.



## **8.0 Project termination**

AAFC Project Authorities have the right to terminate a project at any stage of the work. Conditions leading to the need to terminate a trial may include conditions cited above in section 8.0.

**Appendix B – Attachment 1:** Nematode viability protocol #1 (pre-application)

**Attachment 2:** Nematode viability protocol #2 (post-application) - waxworm

**APPENDIX C**  
**BASIS OF PAYMENT**

**1.0 General**

Payment shall be in accordance with **article 13.0 of Part 3, Method of Payment**.

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

**2.0 Pricing Basis**

The Contractor shall be paid in accordance with the following clause for work performed under the contract;

**The Basis of Payment shall be a FIRM ALL INCLUSIVE PRICE of \$\_\_\_\_\_ CAD (to be inserted at contract award). Progress payments, shall be in accordance with Article 15.0, Part 3 of the terms and conditions and the Method of Payment listed below. The following terms shall form part of any resulting Payment Schedule.**

All prices and amounts of money in the Contract are exclusive of Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.

**Travel and Living Expenses**

N/A

**3.0 Method of Payment**

Payment milestones listed below are indicated in Appendix B section 5.0 Deliverables & Timelines, will be applied to each project awarded depending on the length of the project.

<b>Payment Milestone</b>	<b>Amount</b>
1. Upon delivery and acceptance of Deliverable 1A	<i>XX dollars (TBD at time of contract award)</i>
2. Upon delivery and acceptance of Deliverable 2A	<i>XX dollars (TBD at time of contract award)</i>
3. Upon delivery and acceptance of Deliverable 1B	<i>XX dollars (TBD at time of contract award)</i>
4. Upon delivery and acceptance of Deliverable 2B	<i>XX dollars (TBD at time of contract award)</i>
5. Upon delivery and acceptance of Deliverable 1C [if applicable]	<i>XX dollars (TBD at time of contract award if applicable)</i>
6. Upon delivery and acceptance of Deliverable 2C [if applicable]	<i>XX dollars (TBD at time of contract award if applicable)</i>

**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 – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE**

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work, projects 1 and 2 (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proponent's responses to the Request for Proposal.
- 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.

Proponents must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score will be determined by adding the technical and financial points obtained.

The Proponent's Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Proponent's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

*Technical Proposal = 80%*

*Financial Proposal = 20%*

*Overall Proposal = 100%*

Calculation Formula:

*Technical Score x Ratio (80) + Lowest Price x Ratio (20) = Combined Score*

*Max Points*

*Proponent's Price*

**Example of Method of Selection:**

<b>Highest Combined Rating Technical Merit (80%) and Price (20%)</b>			
<b>Calculation</b>	<b>Technical Points</b>	<b>Price Points</b>	<b>Total Points</b>
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 80}{100} = 70.4$	$\frac{*125 \times 20}{200} = 12.5$	= 82.9
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 80}{100} = 65.6$	$\frac{125 \times 20}{130} = 19.23$	= 84.83
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 80}{100} = 60.8$	$\frac{125 \times 20}{125} = 20$	= 80.8
* Represents the lowest priced proposal Proponent 2 is successful with the highest combined rating of 84.83			

The responsive Proposal which receives the highest score of the combined points for the **Technical Proposal** rated requirements (**80%**) and the **Financial Proposal** rated requirements (**20%**) will be considered for contract award in the related trial.

**1.5 To be considered responsive, a proposal must:**

- 1- Meet all the mandatory requirements specified in section 2.0 below;**
- 2- Achieve the minimum scores (70%) identified in each rated criterion.**

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

1.8 The Proponent 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.

1.9 Proponents 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 (App B).

1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the **highest technical score** will be considered the successful proposal.

## 2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The Proponent must include the necessary documentation to demonstrate this compliance.

**Proponents should indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.**

### Project #1 – Entomopathogenic nematodes (EPNs) as biological control agents

<b>M1. CV must be provided for Project Lead</b>	
<b>M2. Access to required resources must be demonstrated:</b> <i>Provide evidence of access to appropriate personnel, and to facilities consistent with those of commercial outdoor ornamental nurseries and equipment necessary to conduct the required trials.</i>	Provide current contact information of facilities where field trials will be conducted.

### Project #2 – Sprayer equipment and method optimization for ornamental nursery crops

<b>M1. CV must be provided for Project Lead</b>	
<b>M2. Access to required resources must be demonstrated:</b> <i>Provide evidence of access to appropriate facilities, equipment and ornamental nursery plants necessary to conduct the required work.</i>	Provide location(s) and description of facilities with current contact information.

## 3.0 POINT RATED REQUIREMENTS

The Proponent should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth technical evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada (AAFC) to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Proponent for clarifications.

The rated requirements have been selected to provide evaluators the ability to assess the Proponent capacity and ability to conduct the project for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the project (each criteria will be marked according to completeness, clarity, and rationales provided). The scoring criteria indicated are guidelines and partial points may be awarded.

**Rated Criteria Project #1 – Entomopathogenic nematodes (EPNs) as biological control agents**

<b>Excellence of the project team: (Maximum score: 30 points; Minimum score 21 points, or 70%)</b>		
<b>R1</b>	<p><b>Provide a brief profile and history of your organization or your business, including:</b></p> <ul style="list-style-type: none"> <li>- Mandate, years of operation in the field</li> </ul> <p>10 – Excellent: Organization has been in operation for at least 5 years and its mandate is to work with the agricultural sector, including ornamentals</p> <p>8 – Good: Organization has been in operation for at least 5 years and its mandate is to work with the agricultural sector</p> <p>6 – Fair: Organization has been in operation for at least 3 years and its mandate is to work with the agricultural sector</p> <p>4 – Marginal: Organization has been in operation for less than 1 year and its mandate is to support the agricultural sector.</p> <p>2 – Poor: Organization has been in operation for less than 1 year with no clear mandate to support agriculture.</p>	10
<b>R2</b>	<p><b>Describe the capacity and ability of Project Lead to undertake the project:</b></p> <ul style="list-style-type: none"> <li>- Provide details of previous experience with similar work conducted with an emphasis on the crop/pest and pest management technology / practices at issue.</li> <li>- Describe connections with agricultural stakeholders in the target region networks of growers and experts</li> </ul> <p>10 – Excellent: Previous work includes entomopathogenic nematodes as a method of pest control for outdoor ornamentals. Candidate has established connections with multiple ornamental growers and both provincial and national grower organizations.</p> <p>8 – Good: Previous work includes work with reduced risk pest management approaches for outdoor ornamentals. Candidate has established connections with ornamental growers and grower organizations</p> <p>6 – Fair: Previous work includes pest management approaches for ornamentals. Candidate has established connections with growers.</p> <p>4 – Marginal: Previous work includes pest management approaches for outdoor crops. Candidate has multiple established connections with agricultural stakeholders</p> <ul style="list-style-type: none"> <li>- 1 – Poor: Previous work includes work related to agriculture. Candidate has not described established connections with agricultural stakeholders.</li> </ul>	10
	<p><b>Describe your project team and their roles and responsibilities:</b></p> <ul style="list-style-type: none"> <li>- List here briefly names and affiliation of Project Lead, core team members, and collaborators from the targeted industry.</li> <li>- Complete Project Collaborator Form for each of the above describing their expertise and experience relevant to the subject issue as well as their role and responsibilities in the project.</li> </ul>	

R3	<p>10 – Excellent: Team includes members from at least three provinces, demonstrated expertise working with entomopathogenic nematodes, expertise in the pest management of root weevils and extensive experience (more than 5 years) with ornamental crops</p> <p>8 – Good: Team includes members from at least three provinces, expertise with entomopathogenic nematodes, expertise in the pest management of insects and experience with ornamental crops</p> <p>6 – Fair: Team includes members from at least two provinces, experience with entomopathogenic nematodes and experience with ornamental crops</p> <p>4 – Marginal: Team includes members from at least two provinces, experience with reduced risk pest management approaches and ornamentals crops</p> <p>2 – Poor: Team includes members from one province and limited experience with pest management approaches</p>	10
<b>Scope and Scientific Merit of Proposal (Max score: 40 points; Minimum score: 28 points)</b>		
R4	<p><b>Describe the scope of activities proposed:</b></p> <ul style="list-style-type: none"> <li>- Discuss how target crops and pests will be selected for the studies; which commercial EPN products to be included in the studies</li> <li>- Describe technology transfer activities planned for the project</li> </ul> <p>20 – Excellent: Proposal includes at least two crops, and two pests and two EPN products that are appropriate for proposed region of study. Rationale for choosing target crops, target pests and EPN products is extremely well thought out and supported by current research. Technology transfer activities demonstrate an excellent understanding of the sector, and will reach a large number of stakeholders</p> <p>16 – Good: Proposal includes at least two crops, two pests and two EPN products that are appropriate for proposed region of study. Rationale for choosing target crop(s), target pest(s) and EPN products is well thought out. Technology transfer activities demonstrate an understanding of the sector, and will reach a moderate number of stakeholders.</p> <p>12 – Fair: Proposal includes at least one crop, one pest and two EPN products that are appropriate for proposed region of study. Rationale for choosing target crop(s), target pest(s) and EPN products is well thought out. Technology transfer activities will reach some stakeholders.</p> <p>8 – Marginal: Proposal includes one crop, one pest and two EPN products that are appropriate for proposed region of study. Rationale for choosing target crops, target pests and EPN products is provided. Technology transfer activities may reach some stakeholders.</p> <p>4 – Poor: Proposal includes one crop, and one pest and one EPN products. Rationale for choosing target crops, target pests and EPN products is insufficient. Technology transfer activities have low likelihood of reaching stakeholders.</p>	20

R5	<p><b>Describe the experimental design planned for the study including the following (as appropriate):</b></p> <ul style="list-style-type: none"> <li>- Schedule of planned activities over the course of the project, by year</li> <li>- Plot size, number of replications, number of treatments</li> <li>- Methods of statistical analysis to be used</li> <li>- EPN product efficacy measures to be assessed (pest mortality, crop damage, EPN survival, for example) and associated timing</li> </ul> <p>20 – Excellent: Schedule of planned activities is extremely well thought out and demonstrates an excellent understanding of project requirements and lifecycles of chosen target crops, pests and EPN products. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an excellent understanding of study design and will accomplish project goals with a minimum of risk. Efficacy measures to be assessed (at least 5) demonstrate an excellent understanding of nematode and pest biology.</p> <p>16 – Good: Schedule of planned activities is well thought out and demonstrates an understanding of project requirements and lifecycles of chosen target crops and pests and EPN products. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an understanding of study design and will accomplish project goals with a minimum of risk. Efficacy measures to be assessed (at least 4) demonstrate an understanding of the biology of nematode and pest biology.</p> <p>12 – Fair: Schedule of planned activities demonstrates an understanding of project requirements and lifecycles of chosen target crops, pests and EPN products. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an understanding of study design and will likely accomplish project goals. Efficacy measures to be assessed (at least 3) demonstrate an understanding of nematode and pest biology.</p> <p>8 – Marginal: Schedule of planned activities presented demonstrates a basic understanding of project requirements. It is unclear if the plot sizes, number of replications, number of treatments and statistical analysis proposed can accomplish project goals. Efficacy measures to be assessed (at least 2) demonstrate a basic understanding of nematode and pest biology.</p> <p>4 – Poor: Schedule of planned activities does not demonstrate an understanding of project requirements. The plot sizes, number of replications, number of treatments and statistical analysis proposed are unlikely to accomplish project goals. Efficacy measures to be assessed are inappropriate for these studies.</p>	20
	<b>Maximum Total Score – Project # 1</b>	<b>70 points</b>



**Rated Criteria Project #2 – Sprayer equipment and method optimization for ornamental nursery crops**

<b>Excellence of the project team: (Maximum score: 40 points; Minimum score 28 points, or 70%)</b>		
<b>R1</b>	<p><b>Provide a brief profile and history of your organization or your business, including:</b></p> <ul style="list-style-type: none"> <li>- Mandate, years of operation in the field</li> </ul> <p>10 – Excellent: Organization has been in operation for at least 5 years and its mandate is to work with the agricultural sector, including ornamentals.</p> <p>8 – Good: Organization has been in operation for at least 5 years and its mandate is to work with the agricultural sector</p> <p>6 – Fair: Organization has been in operation for at least 3 years and its mandate is to work with the agricultural sector</p> <p>4 – Marginal: Organization has been in operation for less than 1 year and its mandate is to support the agricultural sector.</p> <p>2 – Poor: Organization has been in operation for less than 1 year with no clear mandate to support agriculture.</p>	10
<b>R2</b>	<p><b>Describe the capacity and ability of Project Lead to undertake the project:</b></p> <ul style="list-style-type: none"> <li>- Provide details of previous experience with similar work conducted with an emphasis on the crop/pest and pest management technology / practices at issue.</li> <li>- Describe previous relevant work of Project Lead with networks of growers and experts.</li> </ul> <p>10 – Excellent: Previous work includes experience testing and refining sprayer application tools for pest control in a reduced risk context in outdoor ornamentals. Candidate has established connections with multiple ornamental growers and both provincial and national grower organizations.</p> <p>8 – Good: Previous work includes work experience testing and refining sprayer application tools for pest control in a reduced risk context for agricultural crops. Candidate has established connections with ornamental growers and grower organizations</p> <p>6 – Fair: Previous work includes work experience testing and refining sprayer application tools in agricultural crops. Candidate has established connections with growers.</p> <p>4 – Marginal: Previous work includes pest management approaches for outdoor crops. Candidate has multiple established connections with agricultural stakeholders</p> <p>1 – Poor: Previous work includes work related to agriculture. Candidate has not described established connections with agricultural stakeholders.</p>	10
	<b>Describe your project team and their roles and responsibilities:</b>	

R3	<ul style="list-style-type: none"> <li>- List here briefly names and affiliation of Project Lead, core team members, and collaborators from the targeted industry.</li> <li>- Complete Project Collaborator Form for each of the above describing their expertise and experience relevant to the subject issue as well as their role and responsibilities in the project.</li> </ul> <p>10 – Excellent: Team includes members from at least three provinces, demonstrated expertise working with sprayer application tools in a reduced risk context, expertise in the pest management of small bodies insect pests (such as aphids, thrips or mites) and extensive experience (more than 5 years) with ornamental crops</p> <p>8 – Good: Team includes members from at least two provinces, demonstrated expertise working with sprayer application tools in a reduced risk context, expertise in the pest management of insects and experience with ornamental crops</p> <p>6 – Fair: Team includes members from at least one province, experience working with sprayer application tools and experience with ornamental crops</p> <p>4 – Marginal: Team includes members from at least one province, experience with sprayer application tools and ornamentals crops</p> <p>2 – Poor: Team includes members from one province and limited experience with pest management approaches</p>	10
<b>Scope and Scientific Merit of Proposal (Max score: 40 points; Minimum score: 28 points)</b>		
R4	<p><b>Describe the scope of activities proposed:</b></p> <ul style="list-style-type: none"> <li>- Discuss main spray parameters to include and how ornamental crops species included in this project will be selected</li> <li>- Describe technology transfer activities planned for the project</li> </ul> <p>20 – Excellent: Proposal includes at least two crops for study. Rationale for choosing crops demonstrates an excellent understanding of current pest challenges that are the result of insufficient spray coverage. Spray parameters identified demonstrate an advanced knowledge of sprayer technology and ability to determine good potential solutions to issues related to coverage. Technology transfer activities demonstrate an excellent understanding of the sector, and will reach a large number of stakeholders.</p> <p>16 – Good: Proposal includes at least two crops for study. Rationale for choosing crops demonstrates an understanding of current pest challenges that are the result of insufficient spray coverage. Spray parameters identified demonstrate knowledge of sprayer technology and ability to determine potential solutions to issues related to coverage. Technology transfer activities demonstrate an understanding of the sector, and will reach a number of stakeholders.</p> <p>12 – Fair: Proposal includes at least one crop for study. Rationale for choosing crop(s) demonstrates an understanding of current pest challenges. Spray parameters identified demonstrate some knowledge of sprayer technology and ability to determine some potential solutions to issues related to coverage. Technology transfer activities will reach some stakeholders.</p>	20

	<p>8 – Marginal: Proposal includes at least one crop for study. Rationale for choosing crop(s) demonstrates some understanding of current pest challenges. Spray parameters identified demonstrate some knowledge of sprayer technology. Technology transfer activities may reach some stakeholders.</p> <p>4 – Poor: Proposal includes one crop for study. Rationale for choosing crop demonstrates limited understanding of current pest challenges. Spray parameters identified demonstrate limited knowledge of sprayer technology. Technology transfer activities have low likelihood of reaching stakeholders.</p>	
R5	<p><b>Describe the experimental design planned for the study including the following (as appropriate):</b></p> <ul style="list-style-type: none"> <li>- Schedule of planned activities over the course of the project, by year</li> <li>- Plot size, number of replications, number of treatments</li> <li>- Methods of statistical analysis to be used</li> <li>- Factors (including but not limited to: spray equipment, nozzle types and surfactants or other products) to be assessed in carrying out the studies</li> </ul> <p>20 – Excellent: Schedule of planned activities is extremely well thought out and demonstrates an excellent understanding of project requirements and production calendars of chosen target crops. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an excellent understanding of study design and will accomplish project goals with a minimum of risk. Factors identified to be tested and compared (minimum of 3) demonstrate an excellent understanding and knowledge of sprayer equipment and application methods, and which may improve coverage to target small bodied pests.</p> <p>16 – Good: Schedule of planned activities is well thought out and demonstrates an understanding of project requirements and production calendars of chosen target crops. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an understanding of study design and will accomplish project goals with a minimum of risk. Factors identified to be tested and compared (minimum of 3) demonstrate an understanding and knowledge of sprayer equipment and application methods, and which may improve coverage to target small bodied pests.</p> <p>12 – Fair: Schedule of planned activities demonstrates an understanding of project requirements and production calendars of chosen target crops. The plot sizes, number of replications, number of treatments and statistical analysis proposed demonstrate an understanding of study design and will likely accomplish project goals. Factors identified to be tested and compared (minimum of 3) demonstrate an understanding and knowledge of sprayer equipment and application methods.</p> <p>8 – Marginal: Schedule of planned activities presented demonstrates a basic understanding of project requirements. It is unclear if the plot sizes, number of replications, number of treatments and statistical analysis proposed can accomplish project goals. Factors identified to be tested and compared (minimum of 2) demonstrate a basic</p>	20

	<p>understanding and knowledge of sprayer equipment and application methods.</p> <p>4 – Poor: Schedule of planned activities does not demonstrate an understanding of project requirements. The plot sizes, number of replications, number of treatments and statistical analysis proposed are unlikely to accomplish project goals. Proposed factors to be tested are inappropriate for these studies.</p>	
	<b>Maximum Total Score – Project # 2</b>	<b>70 points</b>

#### 4.0 FINANCIAL PROPOSAL

The costing that's included in the proponent's bid is for a firm all-inclusive price covering all project costs (labour, materials, travel, customs & duties, etc.) expected to be incurred in the completion of the deliverables and in Canadian dollars. All applicable taxes must be excluded as these will not be used in the evaluation process.

##### Project #1

**The cost of the resulting contract for the entire contract period will not exceed a limitation of expenditure of \$95,000.00 CAD (excluding applicable taxes).**

##### Project #2

**The cost of the resulting contract for the entire contract period will not exceed a limitation of expenditure of \$80,000.00 CAD (excluding applicable taxes).**

**Any Proposal(s) submitted that exceed the limitations of expenditure as stated above shall be deemed as non-compliant and receive no further consideration.**

The Proponent must use the form provided in Appendix D, Attachment #3 to submit their financial proposal.

#### 5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

Bidders must meet all of the mandatory criteria and achieve the required minimum for each category in the rated criteria to be considered compliant. The Bidders will be ranked according to the combined financial and technical score **PER PROJECT**. The Bidder with the highest combined score per project will be considered for contract award for that project. In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

**APPENDIX E**

**CERTIFICATION REQUIREMENTS**

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

**A) LEGAL ENTITY AND CORPORATE NAME**

Please certify that the Proponent is a legal entity that can be bound by the contract and sued in court and indicate i) whether the Proponent is a corporation, partnership or sole proprietorship, ii) the laws under which the Proponent 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 Proponent is located.

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

Any resulting Contract may be executed under the following i) corporate full legal name and ii) at the following place of business (complete address) iii) telephone and fax number and email:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the 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 Proponent 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 Proponent's proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### E) AVAILABILITY AND STATUS OF PERSONNEL

The Proponent 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 Proponent has proposed any person in fulfilment of this requirement who is not an employee of the Proponent, the Proponent 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 Proponent 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 Proponent agrees that failure to comply with such a request may lead to disqualification of the Proponent'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, Proponents 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 Proponent a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Proponent 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, Proponents agree that the successful Proponent'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 Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Proponent 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 Proponent represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Proponent 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.

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Name

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Signature

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Date

More information on the Federal Contractors Program can be found in the Treasury Board Contracting Policy, and in the Supply Manual, link provided below. Note that references to value INCLUDE taxes, and EXCLUDE option periods.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appD>  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>

#### H) FEDERAL CONTRACTORS PROGRAM

##### Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent 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](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 Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Insert the following for requirements estimated at \$1,000,000 and above.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (below), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity-Certification, for each member of the Joint Venture.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Proponent, 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 Proponent'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 Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Proponent 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 Proponent has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Proponent 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 Proponent is not a Joint Venture.

OR

- B2. The Proponent 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

The following clause must be inserted in the contract (PART 3) if the FCP is applicable and the requirement is estimated at \$1,000,000 and above.

Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.