

**REQUEST FOR PROPOSAL (RFP):
01R11-19-C034**

FOR THE PROVISION OF

Asbestos Surveys and Asbestos Management Plans
for numerous AAFC buildings in multiple regions

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

Contracting Authority:

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TABLE OF CONTENTS

GENERAL INFORMATION

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Submission of Proposal
- 3.0 Proposal Preparation Instructions
- 4.0 Preparation of Technical Proposal (Section 1)
- 5.0 Preparation of Financial Proposal (Section 2)
- 6.0 Certification Requirements (Section 3)
- 7.0 Evaluation Procedures
- 8.0 Request for Proposal Amendment(s)

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

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

- 18.0 Non-Permanent Resident
- 19.0 Insurance Requirements

LIST OF APPENDICES

- Appendix A - General Conditions
- Appendix B - Statement of Work
- Appendix C - Basis of Payment
- Appendix D - Evaluation Procedures & Criteria
- Appendix E - Certification Requirements

LIST OF ANNEXES

- Annex A – List of AAFC Sites

GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture & Agri-Food Canada (AAFC) requires the services of a professional consulting firm to complete Asbestos Surveys and prepare Asbestos Management Plans (AMPs) as needed for approximately 230 buildings located at 11 AAFC sites across Canada. As well, develop an AMP for the AAFC St. John's Research and Development Centre (RDC) based on a recently completed asbestos survey.

2.0 SECURITY REQUIREMENTS

Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC when in AAFC buildings.

3.0 INTERPRETATION

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

- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8 “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder 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 Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority on or before **12:00 pm CST on December 13, 2018** to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.

- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
 - 1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - 2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
 - 3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
 - 4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

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

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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

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

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than **2:00 pm CST on January 3, 2019**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Any planned **in-person delivery of proposal must be between 8:00 a.m. and 1:00 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **should** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 electronic copy on CD or USB stick
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Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

*If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

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

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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

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

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

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

6.0 CERTIFICATION REQUIREMENTS (Section 3)

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

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

Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

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

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01R11-19-C034, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

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

3.0 SECURITY REQUIREMENT

Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC when in AAFC buildings.

4.0 CONTRACT PERIOD

4.1 The Contract shall be from **Date of Contract Award** and conclude on or before **April 30, 2019**.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Natalie O'Neill, Senior Contracting Officer
Western Service Centre,
Agriculture and Agri-Food Canada
300 – 2010 – 12th Avenue,
Regina, SK S4P 0M3
Tel.: (306) 523-6561
Fax: (306) 523-6560
E-mail: natalie.oneill@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

To be provided at 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:

To be provided at 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 Contractor 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 01R11-19-C034
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

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

- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01R11-19-C034.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

This section is intentionally left blank

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

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

Firm Price:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Price of \$ _____ (*insert amount at contract award*). Customs duties are included and the Applicable Taxes are extra.

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

14.0 METHOD OF PAYMENT

- 14.1 Payment will be made in accordance with the following table, following the submission of all invoicing documentation as specified in Article 16.0, in

accordance with the terms herein this agreement and acceptance by the Departmental Representative.

Milestone No.	Deliverable	Firm Amount <i>(to be inserted at contract award)</i>
1	Completion of Asbestos Surveys & Submission of Draft Survey Reports	
2	Submission of Final Survey Reports & Draft AMP Reports	
3	Submission of Final AMP Reports	

15.0 DIRECT DEPOSIT

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

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

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

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

16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Contract #
- Contract Title
- Description of Services
- Invoice Amount and GST
- GST #

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

17.0 MANDATORY CERTIFICATIONS

17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any

certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

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

18.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

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

19.0 INSURANCE REQUIREMENTS

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

GC1. INTERPRETATION

1.1 In the contract,

"**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;

"**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;

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

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;
 - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
 - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management,

services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

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

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and

- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

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

- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

GC12. Extension of Contract

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

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 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 15 days of its receipt, notify the Contractor in writing of the nature of the objection.
- 13.2 Payment in the case of payment on completion:
- (a) Payment by Canada to the Contractor for the Work shall be made within 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 15 days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

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

GC16. Records to be kept by Contractor

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

- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as required so the representatives of Canada may perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

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

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
or
© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must

pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:

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

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

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

GC28. T1204 Government Service Contract Payment

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

as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Integrity Provisions

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

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

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

Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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

STATEMENT OF WORK

APPENDIX B

Asbestos Surveys and Asbestos Management Plans for numerous AAFC buildings in multiple regions

BACKGROUND

Agriculture & Agri-Food Canada (AAFC) owns and operates various buildings across Canada and requires Asbestos Management Plans (AMPs) and current surveys in their buildings to ensure that asbestos is managed in accordance with the Canada Labour Code, Canada Occupational Health and Safety Regulations, National Joint Council Occupational Health and Safety Directive, and applicable provincial regulations.

OBJECTIVE

AAFC requires the services of a professional consulting firm to complete Asbestos Surveys and prepare AMPs as needed for approximately 230 buildings located at 11 AAFC sites across Canada (tables 1-11 attached at Annex A). As well, develop an AMP for the AAFC St. John's Research and Development Centre (RDC) based on a recently completed asbestos survey.

SCOPE OF WORK

The Contractor is required to identify and confirm any types of asbestos that may be contained in each of the buildings listed at 11 AAFC sites (tables 1-11 of Annex A attached), and to recommend an appropriate course of action for abatement of such materials. Assessments will include sampling of building materials and/or equipment for asbestos. The work required will include, but is not limited to the following:

1. Start-up Meeting via teleconference with AAFC to meet the project team and discuss the overall direction and expected outcomes of the project including, but not limited to, a schedule of major milestones such as completion dates for field related activities at each site, draft report submissions and project completion date (i.e. final report submissions). Note that a two (2) week period shall be included in the timetable at the end of the draft survey and draft AMP submission to allow AAFC to review and provide comments on the reports.
2. Asbestos Surveys for each building to determine and update the location, quantity and condition of asbestos-containing materials (ACMs).
 - a. Review available applicable documentation with respect to asbestos pertaining to each building.
 - b. Conduct a site visit at each building, noting all potential ACMs.
 - c. Collect samples of suspected ACMs and submit to an accredited laboratory for analysis (ensuring enough samples are collected at each location to provide representative results). ACM definition being 0.1% by dry weight, throughout Canada. Testing survey will be done at 0.1% level when feasible (eg. if there is no past survey). Materials to be sampled will include but are not limited to: plaster, texture coats, ceiling tiles, floor tiles sheet flooring, transite board, fireproofing, wall insulation (including vermiculite), insulation on pipe runs and fittings.

- d. Photograph materials at all sample locations regardless of their condition.
 - e. Prepare and provide a Draft Summary Report to the Project Authority in electronic format (unsecured MS Word Document) for each of the 11 sites, to document the findings of the Asbestos Surveys and provide an Asbestos Inventory Table (in Microsoft Excel format) outlining the location, condition, asbestos type and extent/quantity of ACM based on previous survey findings and updated information collected through the proposed ACM updated survey. ACMs will be classified as per reference documentation of the National Joint Council Occupational Health and Safety Directive. The Draft Summary must include, at a minimum, the following:
 - i. Cover page
 - ii. Executive summary
 - iii. Table of contents
 - iv. Introduction/background
 - v. Applicable regulatory requirements
 - vi. Policies and standards
 - vii. Sampling methodology
 - viii. Assessment results
 - ix. Analytical Lab results
 - x. Discussions (i.e. any problems, areas that weren't surveyed and why)
 - xi. Recommendations (including asbestos abatement methods e.g. low, moderate, high risk asbestos, and associated estimates for remedial action) for each asbestos type identified
 - xii. Conclusions
 - xiii. References
 - xiv. Standard site plans / drawings with marked locations where samples were taken onsite.
 - xv. Captioned photographs of each labelled sample location must be included
 - xvi. Signed laboratory analysis reports included as an appendix
 - f. Incorporate changes, recommendations, etc. received from the Project Authority and provide a Final Report as follows: One (1) signed hard copy and two (2) signed electronic copies (one MS Word and one PDF). The electronic copies shall include all site plans, photos and data tables in the associated native software formats. Final reports shall be delivered as unsecured MS Word/PDF copies.
3. Asbestos Management Plans (AMP) for each site surveyed, as necessary, to ensure that ACMs are managed and controlled to reduce risk of damaging ACMs and potential occupant exposure to airborne asbestos fibres. The AMPs should be developed in a manner that allows it to be reviewed and updated to reflect changes in policy and regulations at least every 5 years, or more frequently if required.
- a. Prepare and provide a Draft AMP to the Project Authority in electronic format (unsecured MS Word Document) for each of the 11 sites. AAFC will provide the template to be used for the AMP, and shall include topics such as:
 - i. Background information on asbestos
 - ii. Regulations

- iii. Identified asbestos within the building
 - iv. Evaluation of the conditions and accessibility of each identified ACM (based on PSPC action matrix – to be provided by AAFC, available in PSPC Asbestos Standard)
 - v. Recommendations to manage ACM (remove, repair, maintain in place)
 - vi. Work procedures
 - b. Professional judgement and knowledge shall be used when discussing results and providing recommendations.
 - c. Incorporate changes, recommendations, etc. received from the Project Authority and provide a Final AMP as follows: One (1) signed hard copy and two (2) signed electronic copies (one MS Word and one PDF). The electronic copies shall include all site plans, photos and data tables in the associated native software formats. Final reports shall be delivered as unsecured MS Word/PDF copies.
4. Develop an AMP for the St. John's RDC (table 12 of Annex A attached) to be provided to the Project Authority. An asbestos survey was undertaken in March 2018 at the St. John's RDC and will be used to develop the AMP based on the criteria noted in #3 above. Note that not all buildings have asbestos present.

APPROACH & METHODOLOGY

Standard turnaround times for sample analyses is required. All laboratory analysis must be undertaken by accredited laboratories using approved testing methodologies and detection limits appropriate for applicable legislation.

DELIVERABLES / SCHEDULE

<u>DESCRIPTION</u>	<u>DUE DATE</u>
Start-up Meeting	To be confirmed with AAFC
Asbestos Surveys	To be confirmed with AAFC
Draft Survey Reports	To be confirmed with AAFC
Final Survey Reports & Draft AMP Reports	on or before March 31, 2019
Final AMP Reports	on or before April 30, 2019

DEPARTMENTAL RESPONSIBILITY & SUPPORT

- AAFC is responsible to provide:
1. Plans / drawings for each building / site, as available
 2. AMP template
 3. Asbestos survey results for St. John's RDC

REPORTING & COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of the obligations specified within the Contract, it is the responsibility of the contractor to facilitate and maintain regular communication with AAFC. Communication is defined as all reasonable effort to inform all parties of the plans, decisions, proposed approaches, implementation and results of work, to ensure the project is progressing well and in accordance with expectations.

Communications may include: phone calls, emails, faxes, mailing and meetings. In addition, the Contractor is to immediately notify AAFC of any issues, problems or areas of concern in relation to any work completed under the contract as they arise.

PERSONNEL REPLACEMENT & SUBSTITUTION

The Contractor must provide the services of the personnel named in the Contract to perform the work, unless the Contractor is unable to do so for reasons beyond his / her control.

Should the Contractor at any time be unable to provide the services of the resource(s) named in the Contract, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the Departmental Representative.

PERIOD OF CONTRACT

The work will commence upon Contract Award and will conclude on or before April 30, 2019.

LANGUAGE OF WORK

Site visits will be conducted in English at each site. All deliverables shall be submitted in English.

LOCATION OF WORK AND TRAVEL

The contractor will be required to attend site visits at the facilities located in Annex A to conduct the asbestos surveys. Report writing will be conducted at the consultant's location.

All costs incurred for Travel to satisfy the terms of the contract must be built into the cost of the services. Travel cannot be charged directly and separately from the professional fees and will not be paid as a separate item.

SECURITY

The consultant's personnel may not enter sites where sensitive information or assets are kept without an escort provided by AAFC. Therefore, any of the firm's personnel will be escorted while on site at each facility.

BASIS OF PAYMENT

APPENDIX C

1.0 General

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **Firm Price** of \$ _____ *(to be inserted at contract award)*. Customs duties are included and the Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work or Services resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations shall be approved by the Contracting Authority prior to their incorporation into the Work or Services.

2.0 Pricing Basis

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

Milestone No.	Deliverable	Firm Amount <i>(to be inserted at contract award)</i>
1	Completion of Asbestos Surveys & Submission of Draft Survey Reports	
2	Submission of Final Survey Reports & Draft AMP Reports	
3	Submission of Final AMP Reports	

Travel and Living Expenses

No travel will be reimbursed under this contract.

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 (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders’ responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

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

Technical Proposal = 40%
 Financial Proposal = 60%
 Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (40)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (60)}}{\text{Bidder's Price}} = \text{Overall Score}$$

Example:

Highest Combined Rating Technical Merit (40%) and Price (60%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 40}{100} = 35.2$	$\frac{*50 \times 60}{60} = 50$	= 85.2
Proposal 2 - Tech = 86/100 - Price - \$52,000	$\frac{86 \times 40}{100} = 34.4$	$\frac{*50 \times 60}{52} = 57.7$	= 92.1

Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 40}{100} = 30.4$	$\frac{*50 \times 60}{50} = 60$	= 90.4
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 92.1			

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 number of points identified for each category (R1 to R3) in rated criteria.
- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience should be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the lowest price will be ranked higher.

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

Mandatory Criteria		Meets Criteria (✓)	Proposal Page No.
M1	The Project Lead must have a minimum 5 years' experience managing asbestos surveys and developing asbestos management plans.		
M2	Resumes for all Project Team members stating the individual's work experience, education and qualifications relevant to asbestos surveys and asbestos management plans.		
M3	3 client references for the Bidding Firm within in the past 8 years. The Bidding Firm shall indicate which Project in their proposal each reference is being provided for. References shall include name, title of the contact person, telephone number and email address for the contact. References may be contacted to substantiate experience as stated in R2 below.		

Specific Bidder Instructions:

AAFC reserves the right to verify any information provided by the Bidder in response to the point rated criteria. This will be done by contacting the reference contact, using the contact information provided by the Bidder (see M3 above) and providing the reference with a copy of the information submitted by the Bidder (applicable to that specific firm only) for independent verification. If verification is required for a project for which AAFC does not have the contact information, the Bidder will be requested to provide this information.

3.0 POINT RATED REQUIREMENTS

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada 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 Bidder for clarifications.

The following rating scheme will be used to evaluate the Point Rated Technical Criteria.

RATINGS SCALE:

10 points	Excellent	Meets or exceeds the desirable maximum that is considered useful
9 points	Very Good	Very well defined, very thorough. Substantially exceeds the desired minimum
8 points	Good	Slightly exceeds desirable minimum. Satisfactory details / Sufficiently defined
7 points	Acceptable	Just meets desirable minimum. Adequate information, marginal / minimal details
6 points	Poor	Below the desired minimum. Vague, not clearly defined / insufficient detail, unclear
5 points	Not Valid	Fails to meet desirable minimum. Missing information, incomplete / inconsistencies in proposal content
0 points		No Information provided

POINT RATED TECHNICAL CRITERIA:

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary information to clearly demonstrate compliance with this requirement. **Simply repeating the statement contained in the bid solicitation is not sufficient.** Specific examples of work performed by the Bidder must be included.

Bids which fail to obtain the minimum number of points identified in each category will be considered technically non-responsive and will be given no further consideration.. Each point rated technical criterion should be addressed separately.

To demonstrate compliance with the point rated criteria, the Bidder should provide the following information as Project Descriptions for each project referenced to demonstrate the Bidding Firm’s experience:

- a. Project Title and Client Firm Name;
- b. Project Objective(s) (what and why, including size of the project);
- c. Project Duration (start and completion dates) (mm /yyyy to mm /yyyy);
- d. Project Description (which includes a description of the specific work and tasks performed under the project that clearly demonstrates experience of the firm in successfully delivering the final outcome / completion of the project).

The same project/engagement can be referenced and evaluated against multiple criteria providing the project description that has been provided demonstrates it meets the elements asked for.

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

Evaluation Criteria		Maximum Score	Proposal Page No.
R1 - Quality and Responsiveness of the Proposal (minimum points to qualify = 21)		30	
R1.1	The Bidder demonstrates an understanding of project and the Scope of Work to be undertaken to provide the Deliverables and Schedule is achievable	10	
R1.2	The Bidder clearly identifies their technical approach, processes or steps used in achieving the deliverables set out in the Statement of Work	10	
R1.3	The Bidder has provided their anticipated project schedule for undertaking the work and meeting the project timeframes. Any challenges or constraints that could possibly affect the project should be identified with this schedule.	10	
R2 - Bidding Firm's Experience (minimum points to qualify = 49)		70	
R2.1	Using project descriptions, the Bidder must demonstrate 4 projects within the last 8 years where the firm has conducted asbestos surveys and developed asbestos management plans for a range of clientele, including interpreting the requirements of Canadian environmental legislation and regulations. Up to 10 points will be given for each project that successfully demonstrates experience. * Project timeframes must not be overlapping, and if so will be counted only once.	40	
R2.2	Using project descriptions, the Bidder demonstrates that they have completed at least 1 project in the last 8 years for a federal government client. Additional marks will be assigned for each additional project up to a maximum of 3. Up to 10 points will be given for each project that demonstrates experience for a federal government client. * Project timeframes must not be overlapping, and if so will be counted only	30	

	once.		
R3 - Project Personnel Qualifications (minimum points to qualify = 21)		30	
R3.1	The Bidder has provided a listing and indicated the role of each Project Team member. The number and adequacy of resources applied to the project (including any back-up resources and the use of sub-consultants, if applicable); and their roles and responsibilities for the project are clearly defined.	20	
R3.2	The Project Lead has experience completing asbestos management plans in more than one province or territory of Canada.	10	
MAXIMUM TOTAL POINTS		130	

4.0 FINANCIAL PROPOSAL

- 4.1 In the Financial Proposal, the Bidder shall provide a firm, all-inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.
- 4.2 The Bidder is requested to complete the table identified below which will form the Financial Proposal.

Milestone No.	Deliverable	Firm Amount <i>(to be inserted at contract award)</i>
1	Completion of Asbestos Surveys & Submission of Draft Survey Reports	
2	Submission of Final Survey Reports & Draft AMP Reports	
3	Submission of Final AMP Reports	

- 4.3 **Travel**
All costs incurred for Travel to satisfy the terms of the contract must be built into the cost of the services. Travel cannot be charged directly and separately and will not be paid as a separate item.
- 4.4 **Taxes**
All taxes should be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined technical and financial score. The Bidder with the highest combined score will be recommended for contract award.

CERTIFICATION REQUIREMENTS

APPENDIX E

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

Any resulting Contract may be executed under the following **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.

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".

Signature

Date

D) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this RFP be valid in all aspects, including price, for not less than 120 days from the closing date of this RFP; and signed by an authorized representative of the Bidder in the space provided on the RFP; and provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Telephone Number

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

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

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

Signature

Date

F) FORMER PUBLIC SERVANT (FPS)- STATUS AND DISLCOSURE

Contracts with Former Public Servants in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause:

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

G) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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

Signature

Date

H) INTEGRITY PROVISIONS

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

6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

LIST OF NAMES:

Bidders who are a **'sole proprietorship'** must provide the name of the owner(s).

Bidders who are **'incorporated'** must provide:

- a) a complete list of all persons who are owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a **'joint venture'** must provide a complete list of Company names under the Joint venture with:

- a) a complete list of all owners for each company OR
- b) a complete list all individuals who are on the current Board of Directors for each company

Bidders who are a **'society'** or **'partnerships'** do not need to provide names.

CERTIFICATION:

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

Name

Signature

Date

LIST OF AAFC SITES

ANNEX A

Table 1: Building Information – Benton, NB

Address: 539 Benton Road, Benton NB

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
43974	1	Service Building	1317.83	1975
43985	2	Machinery Storage Shed	325.2	1990
44000	3	Pesticide Storage	38.45	1992
81288	5	Barn	134.12	1973
n/a	6	Baby Barn	Unknown	Unknown
n/a	7	Pesticide Degradation Hut	Unknown	unknown

Table 2: Building Information – Swift Current, SK

Note: Swift Current Research and Development Centre located in Rural Municipality of Swift Current; therefore they have a land location and not a civic address

Structure	Building Number	Building Name	Original Building Area (m2)	Address	Year Built
110572	17	Pumphouse (Center)	7.6	SW-29-15-13-W3	1976
110573	18	Tool Shed	35.67	SW-29-15-13-W3	1956
110574	19	Pumphouse (North)	13.69	SE-32-15-13-W3	1994
110576	24	Booster Pump House	5.95	SW-29-15-13-W3	1940
110578	28	Pumphouse (South Farm)	9.22	NW-16-15-13-W3	1985
110579	29	Runoff Shack (South Farm)	6.02	NE-16-15-13-W3	1992
110580	30	Runoff Shack (South Farm)	6.02	NE-16-15-13-W3	1992
110581	31	Runoff Shack (South Farm)	6.02	NE-16-15-13-W3	1992
110582	36	Turkey Brooder House	786.86	SW-29-15-13-W3	1958
110583	39	Scale House	102.19	SW-29-15-13-W3	1950
110584	45	Maintenance Building	1968.24	SW-29-15-13-W3	1955
110585	47	Oil Shed	35.67	SW-29-15-13-W3	1956
110586	57	Calving Barn	222.97	SW-29-15-13-W3	1959
110587	057A	Processing Barn	193.77	SW-29-15-13-W3	1958
110588	58	Cattle Weigh Station	37.16	SW-29-15-13-W3	1975
110589	64	Scale House (Conway)	11.15	SW-28-15-13-W3	1958
110590	68	Storage (South Farm)	17.84	NE-16-15-13-W3	1956
110591	70	Pump House (Conway)	11.15	NW-28-15-13-W3	1953
110593	75	Administration Lab Building	7013.44	SW-29-15-13-W3	1964
110596	075C	Salinity Greenhouse	199.3	SW-29-15-13-W3	1988
110597	075D	Greenhouse	621.19	SW-29-15-13-W3	1998
110598	76	Root House	152.36	SE-29-15-13-W3	1953
110599	78	Soil Shelter (South Farm)	93.65	NE-16-15-13-W3	1962
110600	81	Horticulture Implement Shed	100.34	SW-29-15-13-W3	1966

110601	85	Storage Shed (South Farm)	55.74	NE-16-15-13-W3	1972
110602	86	Storage Building	464.52	NE-16-15-13-W3	1978
110603	87	Storage Building	9.3	NE-16-15-13-W3	1980
110604	89	Cattle Shed	464.52	SE-29-15-13-W3	1977
110605	90	Chemical Storage	68.38	SW-29-15-13-W3	1981
110606	91	Machinery Storage	696.77	SW-29-15-13-W3	1985
110607	92	Storage & Carpentry Shop	577.4	SW-29-15-13-W3	1985
110608	093A	Grain Bin	14.3	SW-29-15-13-W3	1986
110609	093B	Grain Storage	14.3	SW-29-15-13-W3	1987
110610	093C	Grain Storage	14.3	SW-29-15-13-W3	1992
110611	093D	Grain Storage	14.3	SW-29-15-13-W3	1992
110612	093E	Grain Storage	14.3	SW-29-15-13-W3	1992
110613	093F	Grain Storage	14.3	SW-29-15-13-W3	1992
110614	093G	Grain Storage	14.3	SW-29-15-13-W3	1999
110615	102A	Grain Storage (South Farm)	14.3	NE-16-15-13-W3	1988
110616	102B	Grain Storage (South Farm)	14.3	NE-16-15-13-W3	1988
110617	102C	Grain Storage (South Farm)	14.3	NE-16-15-13-W3	1997
110618	102D	Grain Storage (South Farm)	14.3	NE-16-15-13-W3	1997
110619	102E	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	1999
110620	102F	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	1999
110621	102G	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	2000
110622	102H	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	2000
110623	94	Scale House (South Farm)	16.35	NE-16-15-13-W3	1986
110624	95	Storage & Works Building (S Farm)	464.5	NE-16-15-13-W3	1988
110625	96	Pesticide Storage	125	SE-29-15-13-W3	1993
110626	97	Crop Services	1857.75	SW-29-15-13-W3	1995
110627	98	Conference Building	563.64	SW-29-15-13-W3	1995
110628	99	Cattle Pole Shelter	176.54	SE-29-15-13-W3	1996
110629	100	Cold Seed Storage	83.24	SE-29-15-13-W3	1998
110630	101	Machinery Storage (South Farm)	463.6	NE-16-15-13-W3	2004
108784	6032	Maintenance Building (SCDO)	511	SW-29-15-13-W3	1988
108781	6034	Garage B (SCDO)	49.74	SW-29-15-13-W3	1940
108783	6074	Office (SCDO)	605.55	SW-29-15-13-W3	1996
144185	102I	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	Unknown

144186	102J	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	Unknown
144187	102K	Grain Storage (South Farm)	4.15	NE-16-15-13-W3	Unknown
145467	093H	Grain Storage	14.3	SW-29-15-13-W3	2010
18635	075E	Greenhouse & Headerhouse	939.6	SW-29-15-13-W3	2012
6035	6035	Cold Storage Shed	63.68	SW-29-15-13-W3	1988
021571	103	Hay Shed	266.25	SW-29-15-13-W3	2016
021822	104	Hay Shed	266.25	SW-29-15-13-W3	2016
	093I	Grain Storage		SW-29-15-13-W3	2014
110575	22	Garage	37.16	SW-29-15-13-W3	1953

Table 3: Building Information – Melfort, SK
Address: 6 Highway South, Melfort SK

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
14393	4	Agronomy Field Building	34.94	1955
110685	12	Office	373.69	1951
110686	21	Carpenter Shop	556.67	1946
110687	23	Implement Shed #1	364.54	1957
110688	26	Implement Shed #2	371	1959
110690	39	Equipment Storage	753.63	1957
110691	49	Maintenance Shop	669.04	1971
110692	54	Seed Processing Building	691.56	1974
110693	72	Chemical Storage	94.89	1985
110694	73	Agronomy Service Building	1070.19	1987
110696	79	Quonset	556.96	1994
110697	80	Pumphouse	35.72	1998
110698	81	Grain Storage	13.4	1986
110699	82	Grain Storage	13.4	1970
110700	83	Grain Storage	13.4	1970
110701	84	Grain Storage	13.4	1970
110702	85	Grain Storage	13.4	1970
110704	87	Grain Storage	13.4	1970
110705	88	Grain Storage	18.2	1970
110706	89	Grain Storage	18.2	1970
110707	90	Grain Storage	18.2	1983
110708	91	Grain Storage	18.2	1984
110709	92	Grain Storage	18.2	2001
110710	93	Storage Shed	7.2	2003

Table 4: Building Information – Scott, SK
Address: 7th Street – Highway 374, Scott SK

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
110663	7	Drying Shed	47.63	1935
110664	22	Elevator Cleaning Plant	298.96	1931
110665	23	Shop and Fire Hall	371.61	1941

110667	27	Implement Shed	306.58	1958
110668	28	Storage Building	230.58	1979
110669	30	Service Building	975.5	1988
110670	31	Oil Storage Shed	9.18	1990
110671	32	Storage Quonset	576.26	1993
110672	59	Grain Storage	33.6	1998
110673	6	Grain Storage	37.6	1998
110674	61	Grain Storage	37.6	1998
110675	62	Grain Storage	37.6	1998
110676	63	Seed Storage	37.21	1998
19813	72	Seed Storage	38.07	1935
110683	75	Cold Storage Shed	230.6	2003
143478	76	Implement Shed	222.97	2009
19814	73	Grain Storage	28	1993
19815	74	Grain Storage	28	1993
12253	64	Equipment Storage	178.49	1998

Table 5: Building Information – Outlook, SK
Address: 901 McKenzie Street South, Outlook SK

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
109690	7	Storage Building	29.32	1991
14091	1	Main Office/Administration Bldg.	486	1992
109669	9	Greenhouse	162	1996
109670	12	Potato & Vegetable Handling & Storage Bldg.	463.6	1999
0	6015	Steel Bin	13.85	1998
0	6016	Twister Hopper Bin	13.85	1998
0	6017	Twister Hopper Bin	13.85	1998
0	6018	Prairie Steel Hopper Bin	13.85	1994
0	6019	Kengar Hopper Bin	13.85	1996
0	6020	Westeel Hopper Bin	13.85	1988
109677	13	EC Weather Station	20.81	1959
109681	10	Archrib Building	200.67	1953
109682	2	Office/File Storage Building	107.02	1948
109683	8	Workshop & Machine Storage Bldg.	557.5	Unknown
109687	3	Small Equipment Storage Bldg.	71.35	1950
109689	5	Seed & Fertilizer Storage Bldg.	148.64	1967
0	6	Pesticide Storage	Unknown	2000
0	11	Equipment Storage	Unknown	2004
Unknown		Vidir Hopper Bin	13.85	Unknown
Unknown		Vidir Hopper Bin	13.85	Unknown
Unknown		Large Meridian Hopper Bin	13.85	Unknown
Unknown		Small Meridian Hopper Bin	13.85	Unknown
Unknown		Small Meridian Hopper Bin	13.85	Unknown

Unknown		Small Meridian Hopper Bin	13.85	Unknown
Unknown		Small Meridian Hopper Bin	13.85	Unknown
Unknown		High Tunnel #1	180	Unknown
Unknown		High Tunnel #2	180	Unknown
Unknown		High Tunnel #3	180	Unknown
Unknown		High Tunnel #4	180	Unknown

Table 6: Building Information – Indian Head, SK
Address: 1 Government Road, Indian Head SK

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
110547	5	Office - Laboratory	549.99	1952
110548	12	Agronomy Building	471	1924
110549	13	Dryer Building	55.74	1956
110550	14	Barn/Storage	1132.67	1914
110551	15	Barn - Storage	459.87	1914
110552	16	Oil Storage Shed	28.99	1958
110553	17	Maintenance Building	461.7	1993
110554	20	Machinery Storage Building	791.54	1957
110555	21	Crop Services Building	541.81	1956
110556	23	Scale House	9.29	1973
110557	25	Pavilion	401.34	1935
110558	025A	Storage	13.94	1935
110559	26	Public Restroom	74.14	1930
110562	33	Irrigation Pump House	5.95	1962
110563	35	Sewage Lift Station	29.73	1961
110564	38	Machinery Storage Building	142.7	1959
110567	040A	Seed Processing Storage Plant	871.8	1984
145488	040-1	Grain Storage	14.3	1982
145492	040-2	Grain Storage	14.3	1982
145493	040-3	Grain Storage	14.3	1982
145494	040-4	Grain Storage	14.3	1982
145495	040-5	Grain Storage	14.3	1982
145496	040-6	Grain Storage	14.3	1982
145497	040-7	Grain Storage	16.4	1989
145498	040-8	Grain Storage	16.4	1989
145499	040-9	Grain Storage	16.4	1989
145500	1940-10-01	Grain Storage	16.4	1989
145501	1940-11-01	Grain Storage	16.4	1989
111151	1940-12-01	Grain Storage	16.4	1989
Unknown	17A	Maintenance Building (Addition)	301.9	2016
Unknown	45	Modular Office	89.2	2015
Unknown	46	Portable Office	30.6	2009
Unknown	48	Storage Shelter #2	267.6	2015

Unknown	49	Storage Shelter #3	267.6	2015
Unknown	50	Storage Shelter #4	267.6	2015
Unknown	52	Shade House	232.3	2014
Unknown	55	Power House	29.7	2014
Unknown	57	Storage Shelter #1	297.3	2016
Unknown	58	Gate House	9.3	2010
Unknown	60	Storage Shelter #5	72.5	2009
Unknown	42	Storage Shed	35.7	2014

Table 7: Building Information – Maple Creek, SK

Address: Lot: Parcel 4 Plan: 77SC00476

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
007158	2554	Machine Shed	46.82	1936
108811	2568	Workshop & Office	354.62	1978

Table 8: Building Information – Govenlock Community Pasture

Address: Site 3, Box 8. Consul, SK. S0N 0P0 Reno No. 51

Building Number	Building Name	Original Building Area (m2)	Year Built
3499	Pumphouse	3.35	1991
3482	Barn	90.72	1987
3483	Garage	33.82	1955
3484	Chicken Coop	16.07	1928
3485	Bull Shed	80.27	1966
3487	Oil Shed	5.95	1960
3490	Corral Shelter	31.21	1956
3491	House	104.1	1981
3492	Equipment storage shed	71.27	1987
3494	Granary	20.81	1960
3495	Steel Bin	13.92	1960
3496	Steel Bin	13.85	1960
3497	Pump House	7.66	1960
3498	Pump House	5.95	1991
3500	Corral Shelter	8.93	2007

Table 9: Building Information - Nashlyn Community Pasture

Address: Box 88 Consul, SK. S0N 0P0 Reno No.51

Building Number	Building Name	Original Building Area (m2)	Year Built
3562	Barn	142.69	1947
3563	Garage	53.14	1951
3564	Chicken Coop	34.84	1948
3567	Oil Shed	5.95	1955
3569	Rider's Cabin	61.6	1959
3576	Pump House	6.27	1985
3573	Steel Bin	13.85	Unknown
3577	Storage Shed	34.63	Unknown
3580	House	87.4	1966

3575	Roller Mill Shed	Unknown	Unknown
3574	Granary with Hopper	Unknown	Unknown
3578	Steel Bin	14.31	1967

Table 10: BattleCreek Community Pasture

Address: Box 10, Claydon, SK S0N 0M0

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
13507	3421	House	87.5	1959
151420	3421A	House	57.26	2010
109276	3422	Barn	166.48	1959
109277	3423	Garage	33.82	1959
109278	3424	Chicken Coop	35.67	1959
109279	3425	Bull Shed	104.05	1959
6810	3427	Pump House	8.91	1959
109281	3428	Equipment Storage Shed	71.4	1995
6803	3435	Steel Bin	14.31	1985
6804	3437	Steel Bin (hopper bottom)	14.31	1985
6805	3438	Roller Mill Shed	8.91	Unknown
6809	3433	Steel Bin	14.31	1978
109284		Corral Shelter	31.21	1987

Table 11: Building Information – Abbotsford, BC

Address: 510 Clearbrook Road, Abbotsford BC

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
16555	1	House/Lab/Workshop	202.75	1957
111028	2	Pumphouse	4.84	1959
111029	3	Implement Shed	173.91	1965

Table 12: St. John's Research and Development Centre

Structure	Building Number	Building Name	Original Building Area (m2)	Year Built
113829	4	Office and Storage	184	1951
	5	Former Horticulture Council and MISB Offices	184	1955
339	6	Former Director's Residence	271	1950
112092	6A	Garage	50	1950
967	9	Old Poultry	367	1944
112094	11	Isolation Building	200	1958
112097	12	Agriculture Engineer Workshop	145	1941
112098	13	Lime Shed	56	1944
112101	16	Pole Barn	437	1960
112104	17	Machinery Storage Shed	100	1942
112106	18	Machinery Barn	672	1935
112112	23	Insectary	45	1960
112110	25	Office Laboratory	1410.7	1966

112116	25D	Greenhous	182	1974
112118	26	Small Pole Barn	76	1962
112119	32	Cellar	424	1968
112120	36	Pesticide storage	60	1987
Unknown	38	Greenhouse	585	1982
3875	39	Farm Services Building	583	1997
112121	40	Machinery Fertilizer Storage	297	1999
112123	41	Storage Shed	70	1998
112124	42	Collection Hut – Drainage	40	2008