



# **Request for Standing Offer(RFSO) : 01B46-18-122**

## **FOR THE PROVISION OF ELECTRICAL SERVICES**

**FOR**

**SAINT-JEAN-SUR-RICHELIEU RESEARCH AND  
DEVELOPMENT CENTRE  
SAINT-JEAN-SUR-RICHELIEU, QC**

**Tenders must be received by  
Tuesday February 19, 2019 at 2:00 PM (Eastern Standard  
Time)**

**at the following address:**

**Agriculture and Agri-Food Canada**

Corporate Management Branch  
Assets Team – Eastern Service Centre  
**TENDER RECEIVING UNIT**  
2001 Robert-Bourassa Blvd, Suite 671-TEN  
Montreal, QC  
H3A 3N2

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



## **TABLE OF CONTENTS**

**Part 1 : SPECIAL INSTRUCTIONS TO OFFERORS (SI)**

**Part 2 : GENERAL INSTRUCTIONS TO OFFERORS (GI)**

**Part 3 : EVALUATION PROCEDURES AND BASIS OF SELECTION**

**Part 4 : STANDING OFFER PROCEDURES (SOP)**

**Part 5 : GENERAL CONDITIONS OF CALL-UPS – MINOR WORKS (GC)**

### **LIST OF APPENDICES**

**Appendix A– Integrity Provisions**

**Appendix B – Statement of Work**

**Appendix C – Mandatory Requirements**

**Appendix D – Basis of Payment**

**Appendix E – List of subcontractors**

**Appendix F – Insurance Terms (IN)**



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## **Part I : SPECIAL INSTRUCTIONS TO OFFERORS (SI)**

- SI01 Introduction**
- SI02 Offer Documents**
- SI03 Enquiries during the Solicitation Period**
- SI04 Site Visit**
- SI05 Revision of Offer**
- SI06 Offer Validity Period**
- SI07 Personnel Security Requirements**
- SI08 Insurance**

### **SI01 INTRODUCTION**

- 1) Agriculture and Agri-Food Canada's (AAFC) Saint-Jean-sur-Richelieu Research and Development Centre (RDC St-Jean) wishes to establish a standing offer with one (1) electrical contractor, in order to receive services for the maintenance, repair and installation of electrical systems at its centre located at 430 Gouin Blvd., Saint-Jean-sur-Richelieu, Quebec J3B 3E6, as well as at its L'Acadie experimental farm (the Farm) located at 1134 Route 219, St-Jean-sur-Richelieu, Quebec J2Y 1C4.

The selected offeror shall provide a range of services as identified under Appendix B - Statement of Work section of this document.

- 2) The initial Term of the Standing Offer will be for a one (1) year period

#### Option to Extend Standing Offer

The Offeror grants to Canada the irrevocable option to extend the period of the Standing Offer by three (3) additional one (1) year periods under the same terms and conditions.

The Offeror agrees that during the extended period of the Standing Offer, the rates and prices will be in accordance with the provisions of the Standing Offer.

Canada is not obliged to exercise any option period(s). Canada may exercise this option by sending a written amendment to the Offeror at least 30 calendar days prior to the Standing Offer Expiry date.

- 3) The total value of the Standing Offer is estimated to be **\$ 47 000 per year for a maximum of \$ 188 000 including optional years** (GST or HST excluded).

Individual call-ups against the standing offer will vary, up to a maximum of \$ 10 000 (GST or HST excluded).

Offerors should know that there is no guarantee that the full or any amount of the Standing Offer will be called-up. AAFC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP05, CALL-UP PROCEDURES.



## SI02 OFFER DOCUMENTS

- 1) The following are the Offer documents:
  - (a) Request for Standing Offer Page 1;
  - (b) Special Instructions to Offerors;
  - (c) General Instructions to Offerors;
  - (d) Clauses and Conditions identified in “Contract Documents”;
  - (e) Drawings and Specifications;
  - (f) Price Proposal Form (Basis of Payment) and related Appendixes; and,
  - (g) Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

## SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Authority shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named on the RFSO. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of an Offer.

## SI04 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Tuesday January 29, 2019 at 10:00AM (EST)** at the Saint-Jean-sur-Richelieu Research and Development Centre located at 430 Gouin Boulevard, Saint-Jean-sur-Richelieu, Quebec, J3B 3E6.

Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## SI05 REVISION OF OFFER

- 1) An Offer may be revised by letter or facsimile in accordance with GI07 of the General Instructions to Offerors. The facsimile number for receipt of revisions is 514 – 283 – 1918.



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## **SI06 OFFER VALIDITY PERIOD**

- 1) The Offer cannot be withdrawn for the period of sixty (60) days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 2) of SI06 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation the offers and its approvals processes.
- 4) If the extension referred to in paragraph 2) of SI06 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either:
  - (a) continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the Request for Standing Offer
- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI08 of the General Instructions to Offerors.

## **SI07 PERSONNEL SECURITY REQUIREMENTS**

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent Standing Offer, must meet the following security requirements:

Personnel who are required to perform any part of the work, much EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada. Until the security screening of the personnel has been completed satisfactorily by Agriculture and Agri-Food Canada, the Contractor/Subcontractor personnel MAY NOT perform contract work. Each of the proposed staff must complete "Security Clearance Form" (TBS 330-23E) upon request from Canada.

## **SI08 INSURANCE**

- 1) Period of Insurance
  - (a) The Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.



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## **Part 2 : GENERAL INSTRUCTIONS TO OFFERORS**

- GI01 Completion of Offer**
- GI02 Identity or Legal Capacity of the Offeror**
- GI03 Applicable Taxes**
- GI04 Capital Development and Redevelopment Charges**
- GI05 Listing of Subcontractors and Suppliers**
- GI06 Submission of Offer**
- GI07 Revision of Offer**
- GI08 Rejection of Offer**
- GI09 Offer Costs**
- GI10 Compliance with Applicable Laws**
- GI11 Approval of Alternative Materials**
- GI12 Conflict of Interest – Unfair Advantage**
- GI13 Integrity Provisions – Offer**

### **GI01 COMPLETION OF OFFER**

- 1) The Offer shall be:
  - (a) submitted on the PRICE PROPOSAL FORM, Appendix 4
  - (b) based on the Offer Documents listed in the Special Instructions to Offerors;
  - (c) correctly completed in all respects;
  - (d) signed, with an original signature, by a duly authorized representative of the Offeror; and
  - (e) accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- 2) Subject to paragraph 6) of GI08, any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the Offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of Offers are not acceptable.

### **GI02 IDENTITY OF LEGAL CAPACITY OF OFFEROR**

- 1) In order to confirm the authority of the person or persons signing the Offer or to establish the legal capacity under which the Offeror proposes to enter into Standing Offer, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business;

prior to Standing Offer award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the



articles of incorporation or the registration of the business name of a sole proprietor or partnership.

**GI03 APPLICABLE TAXES**

“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).

**GI04 CAPTIAL DEVELOPMENT AND REDEVELOPMENT**

For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Standing Offer, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the Offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

**GI05 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

**GI06 SUBMISSION OF OFFER**

- 1) The Proposal, duly completed, shall be enclosed in separate sealed envelopes and shall be addressed and submitted to the office designated on the Request for Standing Offer for the receipt of offers. The Offer must be received on or before the date and time set for solicitation closing.

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

Section 1, Envelope 1	Appendix D – Basis of Payment (Price Proposal)	1 original hard copy and
Section 2, Envelope 2	Appendix C – Mandatory and Rated Requirements (with no reference to price)	1 original hard copy
Section 3, Envelope 3	Appendix A – Integrity Provisions	1 original hard copy

- 2) Unless otherwise specified in the Special Instructions to Offerors
  - (a) the offer shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.



- 3) Prior to submitting the Offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - (a) Solicitation Number;
  - (b) Name of Offeror;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 3) Timely and correct delivery of offers is the sole responsibility of the Offeror.

### **GI07 REVISION OF OFFER**

- 1) An Offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the Request for Standing Offer. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror;
- 2) A revision to an offer that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the noncompliant revision(s) only. The Offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

### **GI08 REJECTION OF OFFER**

- 1) Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
- 2) Without limiting the generality of paragraph 1) of GI08, Canada may reject an offer if any of the following circumstances is present:
  - (a) the Offeror's bidding privileges are suspended or are in the process of being suspended;
  - (b) the privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (c) the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (f) with respect to current or prior transactions with Canada
    - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer;or





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- (ii) Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
  - 3) In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI08, Canada may consider, but not be limited to, such matters as:
    - (a) the quality of workmanship in performing the Work;
    - (b) the timeliness of completion of the Work;
    - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
    - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
  - 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI08, Canada may reject any Offer based on an unfavourable assessment of the:
    - (a) adequacy of the Offer price to permit the work to be carried out and, in the case of an Offer providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
    - (b) Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Standing Offer; and
    - (c) Offeror's performance on other contracts.
  - 5) Where Canada intends to reject an Offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI08, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the Offer rejection.
  - 6) Canada may waive informalities and minor irregularities in Offers received if Canada determines that the variation of the Offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

## **GI09 OFFER COSTS**

- 1) No payment will be made for costs incurred in the preparation and submission of an Offer in response to the Offer solicitation. Costs associated with preparing and submitting an Offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

## **GI10 COMPLIANCE WITH APPLICABLE LAWS**

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the Offer and entry into any ensuing Standing Offer for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI10, an Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.



- 3) Failure to comply with the requirements of paragraph 2) of GI10 shall result in disqualification of the Offer.

### **GI11 APPROVAL OF ALTERNATIVE MATERIELS**

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Authority at least 10 calendar days prior to the solicitation closing date.

### **GI12 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by an Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### **GI13) INTEGRITY PROVISIONS - OFFER**

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, 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:



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- (a) by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
- (b) with its Offer / 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 an Offer / 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 Offer / 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 Offer/ quote / proposal a completed Integrity Declaration Form, which can be found at Declaration Form for Procurement.
- 6) Canada will declare non-responsive any Offer / 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 Standing Offer that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Standing Offer for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a Standing Offer for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration Form for Procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>



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## **Part 3 : EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1.0 Evaluation Procedures**

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.
- c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

### **1.1 Technical Evaluation**

#### **Mandatory Technical Criteria**

#### **a) MANDATORY REQUIREMENTS - at closing**

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the Price Proposal Form.

#### **b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer**

- i) Integrity Provisions – List of Names
- ii) Insurance
- iii) Security Requirement

### **1.2 Financial Evaluation**

- i) Price Proposal Form - A rate must be entered for each item.
- ii) Offers will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one (1) Standing Offer will be issued to the lowest compliant offeror.

### **2.0 Basis of Selection**

#### **2.1 Basis of Selection - Mandatory Technical Criteria and Price**

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.



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## **Part 4 : STANDING OFFER AND CALL-UP PROCEDURES**

<b>SOP01</b>	<b>General</b>
<b>SOP02</b>	<b>Period of Standing Offer</b>
<b>SOP03</b>	<b>Call-up Limitation</b>
<b>SOP04</b>	<b>Call-up Procedure</b>
<b>SOP05</b>	<b>Financial Limitation</b>
<b>SOP06</b>	<b>Standing Offer Authorities</b>

### **SOP01 GENERAL**

- 1) The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
- 2) The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer, if, and when, the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
- 3) The Offeror understands and agrees that:
  - (a) a Call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - (b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - (c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - (d) the Standing Offer cannot be assigned or transferred in whole or in part;
  - (e) the Standing Offer may be set aside by Canada at any time.

### **SOP02 PERIOD OF THE STANDING OFFER**

The period for placing Call-ups against the Standing Offer shall be for one (1) year commencing from the start date identified on the Standing Offer with an irrevocable option to extend the period of the Standing Offer by three (3) additional one (1) year periods under the same terms and conditions.

### **SOP03 CALL-UP LIMITATION**

Each Call-up against the Standing Offer will have a maximum limitation of expenditure of \$\_10 000\_ (Applicable Taxes excluded).



## SOP04 FINANCIAL LIMITATION

The total cost to Canada resulting from call ups against the Standing Offer **must not exceed the sum of \$ 47 000 per year (Applicable Taxes excluded)**, i.e. :

- \$ 35 000 for regular work;
- \$ 5 000 for emergency services or repair work;
- \$ 7 000 for materials, spare parts or any other equipment required for the execution of the work;

per contractual period and as per described under Appendix B – Statement of work.

The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized by the Standing Offer Authority.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## SOP05 CALL-UP PROCEDURE

Services will be called-up as follows:

- 1) For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Technical Authority in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
- 2) The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using Call-up against Standing Offer form.
- 3) Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

## SOP06 STANDING OFFER AUTHORITIES

### 1. Standing Offer Contracting Authority is:

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



The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

**2. Standing Offer Technical Authority is :**

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

The Technical Authority, or authorized representative, is responsible for:

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

**3. The selected contractor for the standing offer is :**

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

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

- i. Responsible for the overall management of the Standing Offer and Call-ups;
- ii. Ensure that the Call-ups is administered in accordance with the terms and conditions of the Standing Offer;
- iii. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
- iv. 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;
- v. Monitor all resources that are providing services/deliverables in accordance with the Standing Offer;
- vi. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
- vii. Manage the transition of any potential resource(s) turnover during the period of the Work





## **Part 5 : GENERAL CONDITIONS FOR CALL - UPS – MINOR WORKS (GC)**





## TABLE OF CONTENTS GENERAL CONDITIONS FOR MINOR WORKS

<b>GC 1</b>	<b>GENERAL PROVISIONS</b>
GC 1.1	Definition
GC 1.2	Contract Documents
GC 1.3	Assignment
GC 1.4	Subcontracting
GC 1.5	Laws, Permits and Taxes
GC 1.6	Former Public Office Holders
GC 1.7	Status of the Contractor
GC 1.8	Contingency Fees
GC 1.9	Disclosure of Basic Information
GC 1.10	Integrity Provisions - Contracts over \$10,000.00
GC 1.11	Code of Conduct for Procurement - Contracts over \$10,000.00
<b>GC 2</b>	<b>ADMINISTRATION OF THE CONTRACT</b>
GC 2.1	Departmental Representative's Rights and Obligations
GC 2.2	Contractor's Superintendent and Workers
GC 2.3	Records to be Kept by the Contractor
GC 2.4	Notices
<b>GC 3</b>	<b>EXECUTION OF THE WORK</b>
GC 3.1	Material, Plant and Real Property Become the Property of Canada
GC 3.2	Cooperation With Other Contractors
GC 3.3	Use of the Work and Cleanup of Site
GC 3.4	Warranty and Rectification of Defects
<b>GC 4</b>	<b>PROTECTION, HEALTH AND SAFETY</b>
GC 4.1	Material, Plant and Real Property Supplied by Canada
GC 4.2	Construction Safety
<b>GC 5</b>	<b>TERMS OF PAYMENT</b>
GC 5.1	Definitions
GC 5.2	Payment - General Provisions
GC 5.3	Progress Payments
GC 5.4	Interest on Overdue Accounts
GC 5.5	Payment in the Event of Termination
GC 5.6	Final Completion
GC 5.7	Determination of Price
GC 5.8	Claims Against and Obligations of the Contractor or Subcontractor
<b>GC 6</b>	<b>CHANGES IN THE WORK</b>
GC 6.1	Changes in the Work
GC 6.2	Changes in Subsurface Conditions and Delays by Canada
GC 6.3	Extension of Time
<b>GC 7</b>	<b>DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT</b>
GC 7.1	Taking the Work Out of the Contractor's Hands
GC 7.2	Effect of Taking the Work Out of the Contractor's Hands
GC 7.3	Suspension of the Contract
GC 7.4	Termination of the Contract
<b>GC 8</b>	<b>DISPUTE RESOLUTION</b>
<b>GC 9</b>	<b>INDEMNIFICATION AND INSURANCE</b>
GC 9.1	Indemnification
GC 9.2	Insurance Contracts
GC 9.3	Insurance Proceeds



## GENERAL CONDITIONS FOR MINOR WORKS

### GC 1 GENERAL PROVISIONS

#### GC 1.1 Definition

- "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", "Her Majesty" means Her Majesty, the Queen in right of Canada;
- "Contract" means the contract documents referred to as such therein 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;
- "Contractor" means a person, with whom Canada enters into a Contract to do the Work;
  - "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;
- "Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;
- "Person" includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;
- "Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a trades person in practicing a trade;
- "Work" means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the Contract Documents;

#### GC 1.2 Contract Documents

1. In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Drawings and Specifications or Scope of Work and the General Conditions, the General Conditions govern.
2. In interpreting the Drawings and Specifications, in the event of discrepancies or conflicts between:
  - (a) the Drawings and Specifications, the Specifications govern;
  - (b) the Drawings, the Drawings with the largest scale govern; and
  - (c) figured dimensions and scaled dimensions, the figured dimensions govern.

#### GC 1.3 Assignment

1. This Contract shall not be assigned without the written consent of Canada.

#### GC 1.4 Subcontracting

1. The Contractor shall:
  - (a) not subcontract the whole or any part of the Work without the written consent of the Departmental Representative except for subcontracts specified in the Contract; and
  - (b) ensure that all subcontracts entered into at any tier shall incorporate all the terms and conditions of the Contract that can reasonably be applied thereto.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

### **GC 1.5 Laws, Permits and Taxes**

1. The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial, territorial or municipal applicable to the performance of the Work and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada.
2. Unless otherwise provided for in the Contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
3. Applicable Taxes will be paid by Canada at time when a progress payment is being made. 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.
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.

### **GC 1.6 Former Public Office Holders**

1. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Contract.

### **GC 1.7 Status of the Contractor**

1. The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, employment insurance, workers' compensation, and income tax.
2. The Contractor declares that the Contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

### **GC 1.8 Contingency Fees**

1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

### **GC 1.9 Disclosure of Basic Information**

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.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

### **GC 1.10 Integrity Provisions - Contracts over \$10,000.00**

- 1) The Ineligibility and Suspension Policy (the "Policy") and all related Directives 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. (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).

### **GC 1.11 Code of Conduct for Procurement - Contracts Over \$10,000.00**

- 1) The Contractor agrees to comply with the Code of Conduct (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) for Procurement and to be bound by its terms for the period of the Contract.

## **GC 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 Departmental Representative's Rights and Obligations**

1. The Departmental Representative shall:
  - (a) have access to the Work at all times;
  - (b) decide questions regarding what has been done or what the Contractor is required to do;
  - (c) decide questions regarding the acceptability of the quality or quantity of any Labour, Plant or Material used or consumed in the execution of the Work; and
  - (d) decide questions regarding the timing and scheduling of the Work.

### **GC 2.2 Contractor's Superintendent and Workers**

1. The Contractor shall keep a competent superintendent and capable and skilled workers on the site of the Work at all times during the progress of the Work. If, in the opinion of the Departmental Representative, the superintendent or the workers are deemed to be unacceptable because of incompetence, improper conduct or security risk, they shall be removed from the site of the Work and replaced forthwith.

### **GC 2.3 Records to be Kept by the Contractor**

1. The Contractor shall maintain and keep intact complete records relating to the Work together with all tender calls, quotations, contracts, correspondence, invoices and any payment of fees or other compensation for the solicitation, negotiating or obtaining of the contract until the expiration of two (2) years after the date that a Certificate of Completion is issued or the final invoice is paid if no Certificate of Completion is issued. The Contractor shall, upon request from the Departmental Representative, make said records available for copy, audit or inspection to any person(s) acting on behalf of Canada.
2. The Contractor shall cause all Subcontractors, and all other Persons or entities directly or indirectly involved with the Work, to comply with the requirements of GC 2.3.1.

### **GC 2.4 Notices**

1. Any notice shall be in writing and may be delivered by hand, by courier, by registered or regular mail, or by facsimile or other electronic means that provides a paper record of the text of the notice. The notice shall be addressed to the party for whom it is intended at the address in the Contract or at the last address from which the sender has received notice in accordance with this

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

section. Any notice shall be deemed to be effective on the day it is received at that address or four (4) days after being sent, whichever is the earlier.

### **GC 3 EXECUTION OF THE WORK**

#### **GC 3.1 Material, Plant, and Real Property Become the Property of Canada**

1. All Material and Plant used or consumed for the purposes of the Work shall be the property of Canada. The Material and Plant shall be used only for the purposes of the Work, and shall not be removed from the site of the Work until so approved by the Departmental Representative.
2. The Contractor shall be liable for all loss or damage to Material or Plant that is the property of Canada by virtue of this section.

#### **GC 3.2 Cooperation with Other Contractors**

1. The Contractor shall cooperate fully with other contractors or workers sent onto the site of the Work by the Departmental Representative.
2. If, at the time the Contract was executed: the Contractor could not have reasonably foreseen the sending of other contractors or workers onto the site of the Work; and, the Contractor incurs extra costs in complying with GC 3.2.1; and, the Contractor gives written notice of claim for the extra costs within ten (10) days from the date upon which the other contractors or workers were sent onto the site of the Work; then, Canada shall pay an additional amount to the Contractor, calculated pursuant to GC 5.7.

#### **GC 3.3 Use of the Work and Cleanup of Site**

1. The Contractor shall maintain the site of the Work in a tidy condition and free from the accumulation of waste material throughout the duration of the Contract.
2. Before the Departmental Representative issues the Certificate of Completion or approves payment of the final invoice, the Contractor shall remove all materials, tools, construction machinery, equipment, waste products and debris from the site of the Work.
3. Where the Work affects occupied portions of a building, the Contractor shall ensure continuity of all building services and shall ensure safe access for all persons requiring access to said building.

#### **GC 3.4 Warranty and Rectification of Defects**

1. Without restricting any warranty or guarantee implied or imposed by law or any extended warranty specified in the Contract, the Contractor shall, upon notice from the Departmental Representative and at its own expense, rectify all defects which appear in the Work within twelve (12) months from the date of issuance of the Certificate of Completion pursuant to GC 5.6.1, or from the date of the negotiable instrument issued as final payment if a Certificate of Completion is not issued, whichever is applicable.
2. The notice referred to in GC 3.4.1 shall be in writing and shall include the number of days within which the defect or fault is to be rectified.
3. The Contractor shall transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the contract documents covering periods beyond the twelve (12) months stipulated above. Extended

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

warranties or guarantees referred to herein shall not extend the twelve (12) month period whereby the Contractor must rectify and make good any defect or fault that appears in the work or comes to the attention of Canada.

### **GC 4 PROTECTION, HEALTH AND SAFETY**

#### **GC 4.1 Material, Plant and Real Property Supplied by Canada**

1. The Contractor, having care, custody and control of the Work and its site, shall be responsible for any loss or damage, excluding reasonable wear and tear, to any property of Canada arising out of the performance of the Work whether or not such loss arises from causes beyond the Contractor's control.

#### **GC 4.2 Construction Safety**

1. The Contractor shall be responsible for the health and safety of all persons granted access to the site of the Work and for initiating, maintaining and supervising all safety inspections, precautions and programs in connection with the performance of the Work in accordance with the health and safety legislation in force in the Province where the Work is being performed.

### **GC 5 TERMS OF PAYMENT**

#### **GC 5.1 Definitions**

For the purposes of this section:

- Payment Period means a period of thirty (30) days or such other longer period as may be agreed between the Contractor and the Departmental Representative.
- 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.
- An amount is Overdue when it remains unpaid after the day upon which it is due and payable.
- Date of Payment means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- Fixed Price Arrangement means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates.
- Unit Price Arrangement means that part of the Contract that prescribes the product of a Price Per Unit multiplied by a number of Units of Measurement of a Class as payment for performance of the Work to which it relates.
- Price Table means the table set out in the BID AND ACCEPTANCE FORM.
- 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.
- Average Bank Rate means the simple arithmetic mean of the Bank Rates in effect at 4:00 pm Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- Duration of the Work means the number of calendar days required to complete the Work, commencing on the first day following receipt by the Contractor of the fully executed Contract and ending the day on which the Departmental Representative verifies that the Work has been satisfactorily completed.

#### **GC 5.2 Payment - General Provisions**

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

1. It is a condition precedent to Canada's obligation under GC 5.3.5 that the Contractor has made and delivered to the Departmental Representative, a statutory declaration as described in GC 5.2.2.
2. A statutory declaration in a form acceptable to Canada shall contain a declaration that the Contractor has complied with all lawful obligations with respect to workers and that all lawful obligations towards Subcontractors and Suppliers in respect of the Work under the Contract have been fully discharged.
3. A payment by Canada pursuant to this section shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.
4. Delay in making payment by Canada under the Contract shall not constitute a breach of Contract.
5. Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may retain from amounts payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or any other current contract.
6. No additional payment shall be made for delays where the cause of the delay was under the control of the Contractor.
7. Except as provided for in these General Conditions, the amount payable to the Contractor under the Contract shall not be increased or decreased by reason of any increase or decrease in cost of the Work brought about by any increase in the cost of Labour, Plant or Material.
8. In the event of a change, including a new imposition or repeal of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs after the date of submission by the Contractor of the Contractor's bid, the contract amount shall be adjusted by an amount equal to the increased or decreased cost to the Contractor, which amount shall be determined through a detailed examination of the Contractor's records.
9. It is a term of every contract providing for the payment of any money by Her Majesty that payment under that contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment under that contract would come in course of payment. Section 40, *Financial Administration Act*, R.S., 1985, c. F-11, s. 40.

### **GC 5.3 Progress Payments**

1. Where the duration of the Work is greater than thirty (30) days, the Contractor shall be entitled to receive monthly progress payments upon submitting a progress claim in a form approved by the Departmental Representative. Where the duration of the Work is less than thirty (30) days, the Contractor shall submit a progress claim after the Work is complete.
2. On the expiration of a Payment Period, the Contractor shall deliver to the Departmental Representative:
  - (a) a written progress claim that fully describes any part of the Work that has been satisfactorily completed and any Material that was delivered to the site of the Work but not incorporated into the Work during the Payment Period for which the progress claim relates;
  - (b) a completed and signed statutory declaration as described in GC 5.2.2; and

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- (c) in the case of the initial progress claim and the request for final payment, satisfactory evidence of compliance with workers compensation legislation that is applicable to the place of the Work.
- 3. Not later than ten (10) days after receipt of a progress claim properly submitted in accordance with GC 5.3.2, the Departmental Representative shall issue a progress report, a copy of which shall be given to the Contractor.
- 4. A progress report shall indicate the value of the part of the Work and Material described in the progress claim that, in the opinion of Canada:
  - (a) is in accordance with the Contract; and
  - (b) was not included in any other progress report related to the Contract.
- 5. Not later than thirty (30) days after the receipt by the Departmental Representative of a properly submitted progress claim and supporting documentation, Canada shall make a progress payment to the Contractor in an amount that is equal to one of the following:
  - (a) 90 percent of the value that is indicated in the progress report; or
  - (b) If the Departmental Representative is satisfied that the Work is substantially complete and is acceptable for use by Canada, 100 percent of the value of the Work and Material that is in accordance with the Contract, less amounts previously paid for under the Contract, less the amount equal to the estimated cost of completing the Work and the estimated cost of rectifying defects and faults in the Work as determined by the Departmental Representative; or
  - (c) If the Departmental Representative is satisfied that the Work is complete, 100 percent of the value of the Work that is in accordance with the Contract less amounts previously paid for under the Contract;plus Applicable Taxes and less the aggregate of any amounts payable to or costs and damages claimed by Canada or by a Claimant against the Contractor.
- 6. The Departmental Representative reserves the right to increase or decrease the quantities submitted by the Contractor if there is a disagreement between the Contractor's invoiced quantities and the quantities shown in the records maintained at the site of the Work.
- 7. Subject to GC 5.3.8, GC 5.3.9 and GC 5.3.10, the Departmental Representative and the Contractor may, by an agreement in writing, amend a Price Per Unit as set out in the Price Table for any Class of Labour, Plant or Material provided the Certificate of Measurement shows that the Authorized Quantity of the Class of Labour, Plant or Material actually performed, used or supplied by the Contractor in performing the Work is:
  - (a) less than 85 percent of the Estimated Total Quantity; or
  - (b) in excess of 115 percent of the Estimated Total Quantity.
- 8. In no event shall the total amount of an Item set out in the Price Table that has been amended pursuant to GC 5.3.7 (a) exceed the amount that would have been Payable to the Contractor had the Estimated Total Quantity actually been performed, used, or supplied.
- 9. An amendment that is made necessary by GC 5.3.7 (b) shall apply only to the quantities that are in excess of 115 percent.
- 10. Where the Departmental Representative and the Contractor fail to agree on the amount of any adjustment to a Price Per Unit as contemplated by GC 5.3.7, the amended Price Per Unit shall be determined in accordance with GC 5.7.



## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

### **GC 5.4 Interest on Overdue Accounts**

1. Canada shall be liable to pay, to the Contractor, simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is Overdue. The interest shall apply from the date such amount becomes Overdue until the day prior to the Date of Payment inclusively.
2. Interest shall be paid to the Contractor without demand on Overdue payments, except, in respect to amounts which are less than fifteen (15) days Overdue, in which case, no interest shall be paid unless the Contractor so demands.
3. Canada shall not be liable to pay interest where Canada is not responsible for the delay in paying the Contractor.

### **GC 5.5 Payment in the Event of Termination**

1. If the Contract is terminated pursuant to GC 7.4, Canada shall pay the Contractor:
  - (a) an amount, as agreed upon by the Contractor and the Departmental Representative, for all Labour, Plant and Material performed, used or supplied by the Contractor as at the date of termination plus
    - (i) any fully supported termination costs incurred by the Contractor, less
    - (ii) any amounts payable to or costs and damages claimed by Canada or by a Claimant, against the Contractor; or
  - (b) failing such an agreement, an amount calculated in accordance with GC 5.7.2.

### **GC 5.6 Final Completion**

1. A Certificate of Completion shall be issued to the Contractor on the date on which the Work has been completed and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of the Departmental Representative.
2. Where the Contract is, in whole or in part, a Unit Price Arrangement, the Departmental Representative shall, at the same time as the issuance of the Certificate of Completion, issue a Certificate of Measurement setting out the Authorized Quantities used or employed in respect of the classes and units set out in the Price Table under the BID AND ACCEPTANCE FORM and any subsequent amendments thereto, such certificate to be binding upon the Contractor and Canada.

### **GC 5.7 Determination of Price**

1. By mutual agreement:
  - (a) where a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of Labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada, and include an allowance for overhead, margin and the risk of undertaking the work within the stipulated amount;
  - (b) where a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add Items, Units of Measurement, Estimated Total Quantities and Price Per Units to the Price Table;
  - (c) a Price Per Unit referred to in GC 5.7.1 (b) shall be determined on the basis of the aggregate estimated cost of Labour, Plant and Material that is required for the additional Item as agreed upon by the Contractor and Canada, and include an allowance for overhead, margin and the risk of undertaking the work;

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- (d) to facilitate approval of the price of the additional Item, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of Labour, Plant, Material, each subcontract amount, and the amount of the appropriate percentage allowance;
- (e) if no agreement can be reached as contemplated in GC5.7.1 (a), the price shall be determined in accordance with GC 5.7.2; and
- (f) if no agreement can be reached as contemplated in GC 5.7.1 (b) and GC 5.7.1 (c), the Departmental Representative shall determine the Class and the Unit of Measurement of the Item of Labour, Plant or Material and the Price Per Unit shall be determined in accordance with GC 5.7.2.

### 2. Following Completion of the Additional Work

- (a) Where it is not possible to predetermine, or where there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of:
  - (i) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the Labour, Plant and Material that fall within one of the classes of expenditure described in GC 5.7.2(b), that are directly attributable to the performance of the Contract; plus
  - (ii) an allowance for profit and all other expenditures or costs equal to 10 percent of the sum of the amounts referred to in GC 5.7.2 (a)(i); plus
  - (iii) interest, if any, paid by the Contractor on the amounts determined under GC 5.7.2 (a)(i) and (ii), calculated in accordance with GC 5.4.
- (b) The cost of Labour, Plant and Material referred to in GC 5.7.2 (a) shall be limited to the following categories of expenditure:
  - (i) payments to Subcontractors and suppliers;
  - (ii) wages, salaries and traveling expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses, living and traveling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - (iii) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST/HST collection costs;
  - (iv) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant had been approved by the Departmental Representative;
  - (v) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of the Departmental Representative, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
  - (vi) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
  - (vii) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
  - (viii) any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the Contract in accordance with the Contract Documents.

## GC 5.8 Claims Against and Obligations of the Contractor or Subcontractor

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

1. The Contractor shall ensure that all its lawful obligations arising out of the performance of the Work are discharged and satisfied at least as often as the Contract requires Canada to pay the Contractor. The Contractor shall provide the Departmental Representative with a Statutory Declaration, as referred to in GC 5.2.2. If any third party claims and outstanding obligations exist under the Contract, a Statutory Declaration shall also be accompanied by letter documentation that clearly identifies the existence and condition of any third party disputed claims and outstanding obligations.
2. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a Subcontractor arising out of the performance of the Work, Canada may:
  - (a) pay an amount from money that is due and payable to the Contractor pursuant to the Contract directly to the claimant against the Contractor or the Subcontractor; or
  - (b) withhold from any amount that is due and payable to the Contractor pursuant to the Contract the full amount of the claim or any portion thereof. Monies withheld for this purpose shall not be subject to any interest payment in the event such claims are rejected.
3. The amount referred to in GC 5.8.2 (a) shall be that amount which the Contractor would have been obliged to pay to such claimant had the provisions of the Provincial or Territorial lien legislation, or in the province of Quebec, the law relating to mortgage, been applicable to the Work. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration, or otherwise as might have been necessary to preserve or perfect any claim for lien or mortgage which the claimant might have had.
4. For the purposes of GC 5.8, a claim shall be considered lawful when it is so determined:
  - (a) by a court of competent jurisdiction;
  - (b) by an arbitrator duly appointed to arbitrate the said claim; or
  - (c) by written notice delivered to the Departmental Representative and signed by the Contractor authorizing payment of the said claim(s).
5. A payment made pursuant to GC 5.8.2 is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
6. GC 5.8.2 shall only apply to claims and obligations where:
  - (a) the notification of which has set forth the amount claimed to be owing and the person who by Contract is primarily liable;
  - (b) the notification or a copy of the notification was received by the Departmental Representative in writing before final payment is made to the Contractor and within one hundred and twenty (120) days of the date on which the claimant:
    - (i) should have been paid in full under the claimant's Contract with the Contractor or Subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
    - (ii) performed the last of the labour or furnished the last of the Plant or Material pursuant to the claimant's Contract with the Contractor or Subcontractor where the claim is not for money referred to in GC 5.8.6 (b)(i); and
  - (c) the proceedings to determine the right to payment for the claim shall have commenced within one year from the date that the notice referred to in GC 5.8.6 (b) was received by the Department Representative.
7. The Departmental Representative shall inform the Contractor in writing of receipt of any notification of claim and of the intention of Canada to withhold funds pursuant to GC 5.8.2. The Contractor may, at any time thereafter and until payment is made to the claimant, post with Canada, security in the form of a Claimant's Payment Bond acceptable to Canada and in an

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

amount equal to the value of the said claim. Upon receipt of such security Canada shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC 5.8.2.

### **GC 6 CHANGES IN THE WORK**

#### **GC 6.1 Changes in the Work**

1. Canada shall have the right to order additional Work, dispense with, or change the whole or any part of the Work described in the Drawings and Specifications or Scope of the Work.
2. The Departmental Representative shall decide whether anything done or not done as a result of directions given under GC 6.1.1 has increased or decreased the cost of the Work to the Contractor and where the cost of the Work has increased or decreased, the amount payable under the Contract shall be increased or decreased by an amount calculated in accordance with GC5.7.
3. Any change in the terms of the Contract, other than changes that may be ordered by Canada or the Departmental Representative pursuant to GC 6.1.1, may be made only by agreement in writing between Canada and the Contractor.

#### **GC 6.2 Changes in Subsurface Conditions and Delays by Canada**

1. No extra payment shall be made to the Contractor for any extra expense, loss or damage for any reason unless Canada shall certify that such extra expense, loss or damage is directly attributable to:
  - (a) a substantial difference between the subsurface conditions as indicated in the Drawings and Specifications or Scope of Work and the actual conditions found at the site of the Work; or
  - (b) the neglect or delay by Canada, occurring after the date of award of the Contract:
    - (i) in providing any information or the doing of any act which Canada is required expressly by the Contract to do or as required by a known custom of the trade; or
    - (ii) in suspending the Work pursuant to GC 7.3.
2. The Contractor shall, within ten (10) days immediately after encountering such subsurface conditions or such neglect or delay, give written notice to the Departmental Representative of a claim for such extra expense, loss or damage. Failure to provide such written notice shall render the claim null and void.
3. The amount of any extra payment made under this section shall be calculated in accordance with GC 5.7.
4. If, in the opinion of the Departmental Representative, any difference in subsurface conditions referred to in GC 6.2.1 results in a savings to the Contractor, the amount of said savings shall be deducted from the Contract Amount owing to the Contractor.

#### **GC 6.3 Extension of Time**

1. Upon written application by the Contractor made before the date fixed for the completion of the Work, Canada may extend the time for completion of the Work if, in the opinion of Canada causes beyond the control of the Contractor have delayed its completion.
2. If the Contractor does not complete the Work by the day fixed for its completion, but completes it thereafter, the Contractor shall:

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- (a) pay all Canada's inspection costs relating to the Work incurred after the stipulated completion date; and
- (b) compensate Canada for any loss or damage resulting from the failure by the Contractor to complete the Work by the completion date fixed by the Contract.

Unless, in the opinion of Canada, such delay was due to causes beyond the control of the Contractor or it is in the public interest to waive the whole or any part of the payment.

### GC 7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

#### GC 7.1 Taking the Work Out of the Contractor's Hands

1. By giving notice in writing to the Contractor, Canada may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor:
  - (a) fails to remedy any delay in the commencement or default in the execution of the Work to the satisfaction of the Departmental Representative within six (6) days of Canada giving written notice to the Contractor to do so;
  - (b) defaults in the completion of any part of the Work within the time fixed by the Contract for its completion;
  - (c) becomes insolvent or commits an act of bankruptcy and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal pursuant to the *Bankruptcy and Insolvency Act*;
  - (d) abandons the Work;
  - (e) makes an assignment contrary to GC 1.3; and or
  - (f) otherwise fails to observe or perform any of the provisions of the Contract.
2. If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is extinguished.
3. The Contractor shall be liable to pay Canada, upon demand, an amount that is equal to the sum of all losses and damages incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
4. If the whole or any part of the Work that is taken out of the Contractor's hands pursuant to GC 7.1.1 is completed by Canada, the Departmental Representative shall calculate the amount, if any, of the holdback or progress claims that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands.
5. If it is determined that there is an amount that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default, Canada may then pay the Contractor the amount determined not to be required pursuant to GC 7.1.4.

#### GC 7.2 Effect of Taking the Work Out of the Contractor's Hands

1. The taking of the Work or part thereof out of the Contractor's hands pursuant to GC 7.1.1 does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the Contractor by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
2. All Plant and Material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used, provided or consumed by the Contractor under the Contract shall continue to be the property of Canada without compensation to the Contractor.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

3. When the Departmental Representative certifies that any Plant, Material or any interest of the Contractor referred to in GC 7.2, is no longer required for the purpose of the Work, or that it is not in the interests of Canada to retain that Plant, Material or interest, it shall revert to the Contractor.

### **GC 7.3 Suspension of the Contract**

1. Canada may, upon giving notice in writing to the Contractor, suspend the performance of the Work at any time. The Contractor shall comply with such notice immediately, subject to any conditions that may be stipulated in the notice.
2. If Canada suspends the Work for thirty (30) days or less the Contractor shall, subject to its remedy under GC 5.7, complete the Work when called upon to do so. If Canada suspends the Work for a period in excess of thirty (30) days, the Contractor may request that Canada terminate the Contract pursuant to GC 7.4.
3. It is the responsibility of the Contractor to mitigate all costs during the suspension period.

### **GC 7.4 Termination of the Contract**

1. Canada may terminate the Contract at any time by giving notice of termination in writing to the Contractor and upon receipt of such notice the Contractor shall cease all operations in performance of the Contract, subject to any conditions that may be stipulated in the notice.
2. Termination under GC 7.4.1 shall not relieve the Contractor of any legal or contractual obligations other than that portion of Work that remains to be completed at the time of the termination.
3. Payment, in event of termination under this subsection, shall be made pursuant to the provision of GC 5.5.

## **GC 8 DISPUTE RESOLUTION**

1. The Contractor may, within 10 days after the communication to the Contractor of any decision or direction referred to in GC2.1(b) and GC6.1, protest that decision or direction.
2. A protest referred to in GC8.1 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to Canada.
3. If the Contractor gives a protest pursuant to GC8.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances.
4. The giving of a protest by the Contractor pursuant to GC8.2 shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest.
5. Subject to GC8.6, the Contractor shall take any action referred to in GC8.3 within 3 months after the date of the Certificate of Completion referred to in GC5.6 and not afterwards, except where it is otherwise provided by law.
6. The Contractor shall take any action referred to in GC8.3 resulting from a direction under GC3.4, within 3 months after the expiry of a warranty or guarantee period and not afterwards, except where it is otherwise provided by law.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

7. Subject to GC8.8, if Canada determines that the Contractor's protest is justified, Canada shall pay the Contractor the cost of the additional labour, Plant and Material necessarily incurred by the Contractor in carrying out the protested decision or direction.
8. Costs referred to in GC8.7 shall be calculated in accordance with GC5.7.

### **GC 9 INDEMNIFICATION AND INSURANCE**

#### **GC 9.1 Indemnification**

1. The Contractor shall indemnify and save harmless Canada, its servants, agents and all those for whom Canada may be, in law, responsible, from and against all claims, demands, losses, damages, costs and legal proceedings by whomever made, sustained, brought or prosecuted, and in any manner based upon, occasioned by or attributed to the activities of the Contractor, the Contractor's employees, agents or persons for whom the Contractor is, in law, responsible for the performance or purported performance of the Contract, including an infringement or alleged infringement of a patent of invention or any other kind of intellectual property.
2. For the purpose of GC 9.1.1, activities include any act improperly carried out and any omission or delay in carrying out an act.
3. The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any rights available to Canada at law or in equity.

#### **GC 9.2 Insurance Contracts**

1. The Contractor shall, at the Contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the INSURANCE TERMS.
2. The insurance contracts referred to in GC 9.2.1 shall:
  - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in INSURANCE TERMS; and
  - (b) provide for the payment of claims under such insurance contracts in accordance with GC 9.3.

#### **GC 9.3 Insurance Proceeds**

1. In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC 9.2, the proceeds of the claim shall be paid directly to Canada, and
  - (a) the monies so paid shall be held by Canada for the purposes of the Contract, or
  - (b) if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
2. In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC 9.2, the proceeds of the claim shall be paid by the insurer directly to the claimant.
3. If an election is made pursuant to GC 9.3.1, Canada may cause an audit to be made of the accounts of the Contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
  - (a) the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the Work and its

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- site and any other amount that is payable by the Contractor to Canada under the Contract, minus any monies retained pursuant to GC 9.3.1 (b); and
- (b) the aggregate of the amounts payable by Canada to the Contractor pursuant to the Contract up to the date of the loss or damage.
4. A difference that is established pursuant to GC 9.3.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
  5. When payment of a deficiency has been made pursuant to GC 9.3.4, all rights and obligations of Canada and the Contractor under the Contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC 9.3.3, be deemed to have been expended and discharged.
  6. If an election is not made pursuant to GC 9.3.1 (b), the Contractor shall, subject to GC 9.3.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the Contractor's expense as if that part of the work had not yet been performed.
  7. When the Contractor clears and cleans the Work and its site and restores and replaces the work referred to in GC 9.3.6, Canada shall pay the Contractor out of the monies referred to in GC 9.3.1 so far as they will thereon to extend.
  8. Subject to GC 9.3.7, payment by Canada pursuant to GC 9.3.7 shall be made in accordance with the Contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding GC 5.3 a) and b).







## APPENDIX B STATEMENT OF WORK

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This Statement of Work contains four sections:

- Section 1: General information**
- Section 2: Scope of Work**
- Section 3: Standards of Workmanship**
- Section 4: Site-Specific Requirements and Conduct**

### **Section 1: GENERAL INFORMATION**

#### **1.0 OBJECTIVE**

The Research and Development Centre in St-Jean-sur-Richelieu (CRD St-Jean) of Agriculture and Agri-Food Canada (AAFC) wishes to establish a standing offer with one (1) electrical services contractor, in order to receive services for the maintenance, repair and installation of electrical systems at its centre located at 430 Gouin Blvd., Saint-Jean-sur-Richelieu, Quebec J3B 3E6, as well as at its L'Acadie experimental farm (the Farm) located at 1134 Route 219, St-Jean-sur-Richelieu, Quebec J2Y 1C4.

The contractor will be required to perform electrical work on an **as-and-when-requested basis for CRD St-Jean**, according to the response time, materials and prices defined in the standing offer and by providing skilled labour, expertise, transportation, tools, equipment, accessories and all other supplies or knowledge needed to perform the work. All work will be carried out by the selected contractor's staff; subcontracting to other contracting firms to carry out any part of the work will only be allowed with the project manager's approval.

#### **2.0 BACKGROUND**

The main CRD St-Jean site is located in Saint-Jean-sur-Richelieu. The CRD St-Jean and the Acadie Farm include laboratories, greenhouses, growth chambers, production rooms, cold-storage rooms and a spraying room, all of which are fitted with state-of-the-art equipment.

CRD St-Jean is open five days a week, Monday to Friday, from 8:00 a.m. to 4:30 p.m., although some scientific experiments are conducted around the clock over extended periods of time.

#### **3.0 COORDINATION OF WORK**

All work is to be coordinated with the technical authority of this standing offer or its representative. The contractor or its employees will not respond to any request or order communicated by any other CRD St-Jean staff member. The electrical services contractor will not be required to supply on-site supervision for their staff working on site. All electricians designated to perform the work will be Journeymen or Apprentices accompanied by a Journeyman. Under the terms of the standing offer agreement, Agriculture and Agri-Food Canada will not pay any travel expenses.

##### **3.1 Work hours**

All work shall be carried out during regular work hours i.e. between 8:00 a.m. to 4:30 p.m., Monday through Friday. However, in circumstances where it is deemed necessary by the project authority to perform work on equipment outside regular work hours, the contractor will be provided with instructions to do so beforehand, on a case-by-case basis.



## APPENDIX B STATEMENT OF WORK

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### 3.2 Response time

For the work purposes, the contractor must be available 24/7 and have a telephone or cellphone number where it can be easily contacted.

#### 3.2.1 Regular work

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

#### 3.2.2 Emergency services or repair work

For any emergency call requiring immediate action, the contractor must be on-site within two (2) hours of receiving this type of request by telephone or email from the project authority. The contractor must provide the Technical Authority with an emergency telephone number.

## **Section 2: SCOPE OF WORK**

The contractor must supply all necessary labour, supervision, transportation, hardware, tools and equipment to carry out this standing offer agreement for maintenance, minor repairs and installation of electrical systems and shall provide the services described herein.

### 4.0 SCOPE OF WORK

The scope of work to be performed during the course of this standing offer will be determined by the availability of funds, the program needs and electrical problems encountered at the CRD. The scope of work will be defined when each call-up against the standing offer is forwarded to the service provider. Notwithstanding the above, the electrical contractor's staff must be experienced and capable of performing the following type of work throughout the term of the standing offer.

#### 4.1 Controlled environment equipment

Modify, repair, test and install controlled environment chamber lighting systems, microprocessor controllers, refrigeration system electrical controls, interlocks and alarm circuits. At various times, new electrical services for plant growth chambers that have been relocated within the Research Centre will be required.

#### 4.2 Buildings and barns

Upgrade electrical services, and install branch circuits and new electrical equipment in outbuildings and storage barns as required. Install lighting systems, service transformers and power feed lines that provide electrical power to these structures. A combination of overhead and underground electrical supply services is found on the site.

#### 4.3 Agricultural chemical storage building

Install wiring and controls to exhaust fans serving chemical storage rooms for fume removal in explosion proof environments. Maintain lighting systems located within the building.

#### 4.4 Greenhouse systems

Install new electrical services to supply power for lighting systems and controls. Trouble shoot electrical problems associated with greenhouse compartments, lighting, fogging, exhaust fans with motorized louvers, shade curtain systems, pumps and hydronic heating systems.



## APPENDIX B STATEMENT OF WORK

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### **4.5 Greenhouse control systems**

Install new electrical services to supply electrical power to operate greenhouse fertilizer injection systems and environmental control systems.

### **4.6 Building lighting systems**

Upgrade the existing electrical supply system in the main office area to supply electrical power for business machines, computers and lighting. Relocate lighting fixtures in rooms being upgraded or reconfigured.

### **4.7 Main Computer Room requirements**

Work with local IT Managers to determine electrical power requirements and uninterruptable power supplies.

### **4.8 Laboratory equipment**

Install electrical power supplies, overload protection and uninterruptible power supplies to new and relocated laboratory equipment.

### **4.9 Installation of overhead and underground services**

Install underground and overhead electrical services and transformers to buildings and equipment as required.

### **4.10 Inspection and repair of greenhouse equipment**

Conduct inspections of greenhouse electrical equipment to determine electrical faults or code violations that exist. Report faults and make necessary repairs.

### **4.11 Maintenance work on refrigeration coolant contactors**

Maintain the electrical equipment of the coolants on the roofs and outside

### **4.12 Maintenance of electrical equipment - MCC panels**

Clean, adjust and test all motor control equipment associated with motor control centres (MCC) in the technical facilities. Service, install, program, repair or replace electric motor speed drives associated with air-handling systems.

Clean, adjust or replace as required all laboratory exhaust fan and laboratory fume hood motor starter contactors, disconnects and indicator lamps in Penthouse K-D-L motor control centres (MCC).

### **4.13 Central heating and cooling plant equipment**

Repair all electrical equipment and services, such as pumps, generators, air compressors, vacuum pumps, and fan motors associated with cooling towers. Variable-speed drives are associated with most of the pumps and fans in the Central Heating and Cooling Plant.

### **4.14 Maintenance of building lighting systems**

Service all building lighting systems and lighting system components as required, both interior and exterior pole lighting systems.

### **4.15 Research Centre Residence**

Inspect research centre residence for electrical defects and upgrade as required so as to meet code.

### **4.16 Thermography**

Provide the equipment and reports for preventive maintenance using the thermal camera



## APPENDIX B STATEMENT OF WORK

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### 4.17 Exhaust fans

Service exhaust fan circuits, controls and motors as required on all ventilation equipment.

### 4.18 Lab equipment maintenance

To support research activities, service and repair various pieces of laboratory equipment, and perform a test.

### 4.19 Installation and maintenance of variable speed controls

Install and service variable-speed motor control systems associated with the air-handling system fans and pumps.

### 4.20 Offices

Install sockets, switches and lighting systems as required in office areas.

### 4.21 Cleaning valves for laboratory fume hoods

Provide electrical services for laboratory fume removal systems. All wiring is to be explosion-proof.

### 4.22 Ground fault equipment

Install and test ground fault equipment in all areas of the Research Centre.

### 4.23 24-hour Emergency Service

Provide 24-hour emergency service as required.

### 4.24 Electric motor repair services

Provide electric motor repair/rewind and installation of electric motors. Specify pickup and delivery administration costs, if provided.

### 4.25 Fire alarm system

Fire alarm system service, testing and repairs will not be covered under this request.

### 4.26 High voltage maintenance

High voltage (27.7 KV) transformer and feeder maintenance will not be covered under this request.

## **Section 3: STANDARDS OF WORKMANSHIP**

### **5.0 TERMS AND CONDITIONS OF WORK**

The following codes and standards that are in effect upon release of this document are subject to change or revisions. The most recent version must be complied with throughout the term of the standing offer. In the event of a conflict between any of the following codes or standards, the strictest standard or code shall prevail.

1. Canadian Standards Association;
2. Canadian Environmental Protection Act;
3. National Building Code of Canada;
4. Provincial and federal legislation and regulations;
5. Canadian Electrical Code, First Part, CSA 22.1-F18;



## APPENDIX B STATEMENT OF WORK

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6. The equipment used in and the performance of the work must comply with or exceed the applicable standards of the Canadian General Standards Board and of the Canadian Standards Association (CSA).

### 5.1 Staff required for the work

- 5.1.1 A minimum of two (2) licensed electrical tradespersons, under the contractor's full-time employment, must be available to perform work at the CRD St-Jean. This is to ensure continuity of work during the contractor's staff holidays or absences.
- 5.1.2 Only qualified employees may perform the work at the CRD St-Jean. AAFC reserves the right to determine if an apprentice electrician can perform the work requested and will specify it at the time of each service call (order pursuant to the standing offer).

### 5.2 Instructions for work to be executed

- 5.2.1 The contractor must supply all the tools, instrumentation, equipment, services, materials and labour required to perform and complete, with care and by applying best practices, the work mentioned in this SOW.
- 5.2.2 Prior to performing the work, the contractor will be required to submit, in writing to the project manager, an estimate for repair work and new facilities required for the work requested. This estimate must be consistent with the contractor's Basis of Payment.
- 5.2.3 The contractor must perform the work in accordance with the instructions provided in the call-ups against the standing offer.
- 5.2.4 The contractor must provide the project manager with a detailed work order explaining the work undertaken.
- 5.2.5 The contractor must perform the work with minimum disturbance to the occupants, the public and the normal operations of the facility.
- 5.2.6 The contractor must dispose of items that have been replaced (e.g. old cabling, ballasts, old florescent lights) and remove, at its own expense, the waste, leftover materials and old equipment and components, in accordance with the Green Code.

### 5.3 Quality of work

The contractor shall warrant that all services performed under this standing offer are, at the time of acceptance, free from defects in workmanship. If the contractor is required to correct or replace the work or any portion thereof, AAFC will not be liable for costs incurred. All work corrected or replaced by the contractor shall be subject to the same provisions of the standing offer as the original work.

### 5.4 Equipment, materials and new facilities

- 5.3.1 Equipment and materials must be new and CSA-certified. The contractor must deliver, store and maintain equipment with the manufacture's seal and labels intact.
- 5.3.2 Additions, relocations or removal of equipment or systems must be recorded, dated and initialled by the contractor on the printed documentation concerning the finished work where applicable.
- 5.3.3 All materials must be approved by the project manager prior to ordering or installation. AAFC reserves the right to supply parts and materials to the contractor.



## APPENDIX B STATEMENT OF WORK

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5.3.4 The contractor must provide training for maintenance employees and AAFC user groups on the operation and maintenance procedures for all new facilities. The contractor must supply shop drawings and manufacturer's instructions and specifications for all new installations.

### 5.5 Warranty

The warranty is one year for parts and 60 days for labour.

The contractor shall provide to AAFC all warranty documents concerning the warranty guarantee for workmanship, parts and labour. Documents shall specify period and type of guarantee. The contractor shall provide to the identified user or his/her designate all technical literature and maintenance instructions supplied by the factory for new equipment for filing and future reference.

### 5.6 Damage to federal property

The contractor must maintain the integrity of the existing facilities. The contractor will be held responsible for any damage caused to the property or equipment belonging to the Crown, in the event that the damage is caused by the contractor, its employees or its subcontractors. Any damage caused by the contractor must be repaired.

## **Section 4: SITE-SPECIFIC REQUIREMENTS AND CONDUCT**

### 6.0 ON-SITE SECURITY AND IDENTIFICATION

6.1 Photo identification is required for all the contractor's employees, including any subcontracted staff, working at the St-Jean Research and Development Centre. Identification cards must be worn at all times by the contractor's refrigeration employees.

6.2 All the contractor's employees, including any subcontracted staff, must follow security rules and regulations specific to the site, including but not limited to possessing the required security clearances to be granted access to the Centre's premises, and signing in and out of the building.

6.3 Upon arrival at the site, the contractor must report to the project manager, provide identification and sign in at reception of the CRD St-Jean or at the Acadie Experimental Farm. It shall also discuss the work plan for the day and inform the project manager of any systems or equipment that will need to be halted.

6.4 The contractor must report to the site with a service vehicle that is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.

6.5 Before leaving the site, the contractor must submit to the project manager a detailed work order explaining the work undertaken.

6.6 The contractor must fill out all required logs for every visit before leaving the premises and list all the work done at the facility.

### 7.0 STARTING AND STOPPING OF EQUIPMENT AND DISRUPTION OF SERVICES

7.1 Protect and maintain existing active services.

7.2 The contractor's employees are not allowed to stop or start any equipment associated with the operation of the Research Centre without the project authority's approval. The project authority will notify staff when systems or equipment must be shut down.



## APPENDIX B STATEMENT OF WORK

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- 7.3 Any shutdown of services required for overhaul work must be planned with the project authority well in advance to allow adequate time to advise research staff and to minimize disruptions to research activities.
- 7.4 The contractor will take all precautions necessary to protect existing equipment, electrical components, wiring and control systems from damage during work.

### **8.0 HEALTH AND SAFETY ON-SITE**

- 8.1 The federal government takes health and safety for all persons granted access to the workplace very seriously. In accordance with the Canada Labour Code, Part 2, all reasonable care must be taken to ensure that all persons granted access to the workplace, other than the contractor's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed in the workplace. The contractor's staff will be briefed by the project authority outlining known risks prior to commencing work in specific areas.
- 8.2 The general contractor's representatives will observe all federal, provincial and local health and safety regulations while working on the site. As required, a meeting can be arranged to discuss health and safety-related concerns with the project authority.
- 8.3 The contractor's employees must be provided with the appropriate materials, devices and safety equipment (safety boots, anti-noise protection, etc.) when they are working on site and must follow the on-site safety rules at all times.
- 8.4 The contractor must perform a site hazard assessment to establish safe site-specific work procedures to ensure the safety and well-being of its employees. Copies of the assessment reports must be made available to the project manager. All copies of formal hazard assessments conducted by the contractor throughout the duration of the work must be retained and supplied to the project manager.
- 8.5 The contractor must post the safety plan in a highly visible area of the site that is accessed by all employees. Ensure that all employees, including subcontractors and personnel, are advised of the safety plan and of the posted location.
- 8.6 The contractor must ensure that all workers and authorized personnel entering the worksite are notified of, and abide by, the posted safety plan, safety rules, regulations, safe work practices and applicable safety legislation. Anyone not in compliance with these requirements will not be authorized to enter the site.
- 8.7 All of the contractor's employees who use controlled products on the lands or at the facilities belonging to the federal government must have a Workplace Hazardous Materials Information System (WHMIS) certificate, Fall Prevention Certification and Confined Space Certification.
- 8.8 The contractor must provide a copy of the Material Safety Data Sheet to the project manager.
- 8.9 The contractor must provide all the safety equipment required by its staff; no equipment shall be lent by AAFC.





## APPENDIX C EVALUATION PROCEDURES & CRITERIA

### TECHNICAL PROPOSAL

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

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

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFSO.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **LOWEST TOTAL PRICE** for the four (4) years comprised by the Standing Offer.

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

- 1.5 To be considered Compliant, a Proposal Must:  
Meet all the mandatory technical requirements specified in section 2.0 below
- 1.6 The price of the Proposal will be evaluated in **CANADIAN DOLLARS**, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.8 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

#### **2.0 MANDATORY TECHNICAL REQUIREMENTS**

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

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



## A) PROPOSED PERSONNEL

Offerors must employ on a full time basis and be capable of supplying all skilled labour, trades and services, as per the attached Appendix "D" - Basis of Payment.

All electrical related works will have to be performed by experienced journeyman electricians, licensed of a building permit issued by the Commission de la construction du Québec (CCQ).

A minimum of two (2) years' experience as a licenced journeyman is required to perform work on the site. Offerors must have sufficient resources to mobilize a crew of up to two (2) licensed journeyman electricians to change large electrical power distribution systems.

**In order to demonstrate that the proposed personnel possess the qualifications specified above, Offerors must provide:**

1. The name and number of years of experience of two (2) licensed electricians holding a construction permit issued by the Commission de la construction du Québec (CCQ), that they employ and that would be dispatched to the site to perform any part of the work.
2. Provide a copy of the permit / certificate issued by the Commission de la construction du Québec (CCQ) for each proposed journeyman, clearly indicating the name of the holder, his license number and the validity date.

## B) OFFEROR'S EXPERIENCE AND EXPERTISE

Only Offerors holding relevant corporate experience in maintenance, installation and upgrade of electrical systems in buildingsinstitutional / commercial, will be considered qualified for the execution of the work

**In order to demonstrate that they possess the required qualifications specified above, Offerors must provide:**

Details of at least two (2) similar projects that they have completed, and include information on:

1. Name and full contact information of the client company where similar electrical services have been performed;
2. A brief description of the services that were/ are being provided there, and explaining how they are similar to the requirements of this RFSO;
3. The duration of the project and / or the period during which the services were rendered;
4. The type of operating environment (eg. government or transportation, convention centre or warehouses etc.)

**\*\* If any of the mandatory requirements A) or B) above are missing, the offer will be declared non-responsive.**



### **3.0 FINANCIAL PROPOSAL**

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

### **4.0 DETERMINATION OF SUCCESSFUL BIDDER**

The Bidder with the lowest total cost (PART B – Total for four (4) years) will be awarded the Standing Offer.

- 4.1 In the case where two (2) equal bids are received, the successful bidder holding the most experience as demonstrated under 2.0 MANDATORY TECHNICAL REQUIREMENTS, B) OFFEROR'S EXPERIENCE AND EXPERTISE, will be awarded the Standing Offer.



## APPENDIX D Price Proposal Form (Basis of Payment)

**1.0 GENERAL**

Payment shall be in accordance with point 2.0 PRICING BASIS. All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

**2.0 PRICING BASIS**

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

**BASIS OF PAYMENT - PART A  
RATES OFFERED FOR THE DURATION OF THE STANDING OFFER - ELECTRICAL SERVICES**

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

**2.1 For regular work as per described in Appendix B – Statement of Work, 3.2.1 “Regular Work”**

Item #	Skilled Trades	Unit	Basic Year First year from the date of SO award		Optional Year I Second year from the date of SO award		Optional Year II Third year from the date of SO award		Optional Year III Fourth year from the date of SO award	
			Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$	Regular Working Hours\$	Outside Regular Working Hours\$
1	<b>Journeyman certified electrician from CCQ</b>	<b>Per hour</b>								
2	<b>Apprentice electrician</b>	<b>Per hour</b>								
3	<b>Mark up Rate parts, materials, equipment</b>	<b>%</b>								

**2.2 For any emergency call requiring immediate action, as per described in Appendix B – Statement of Work, 3.2.2 “Emergency service or repair work”**

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

Name of Offeror: \_\_\_\_\_ Name of Authorized Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX D Price Proposal Form (Basis of Payment)

### PART B - FINANCIAL EVALUATION OF OFFERED RATES

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

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

#### BASIC YEAR – First year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	<b>Journeyman certified electrician from CCQ</b>	Per hour		X 300			X 50		
2	<b>Apprentice electrician</b>	Per hour		X 100			X 15		
3	<b>Mark up Rate parts, materials, equipment</b>	%		X 7 000					
4	<b>Emergency Calls</b>	Hour		X 20					
						<b>TOTAL EVALUATED COST FOR BASIC YEAR:</b>			

#### OPTIONAL YEAR I – Second year from date of award

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	<b>Journeyman certified electrician from CCQ</b>	Per hour		X 300			X 50		
2	<b>Apprentice electrician</b>	Per hour		X 100			X 15		
3	<b>Mark up Rate parts, materials, equipment</b>	%		X 7 000					
4	<b>Emergency Calls</b>	Hour		X 20					
						<b>TOTAL EVALUATED COST FOR OPTIONAL YEAR I :</b>			



**APPENDIX D  
Price Proposal Form (Basis of Payment)**

**OPTIONAL YEAR II – Third year from date of award**

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	<b>Journeyman certified electrician from CCQ</b>	Per hour		X 300			X 50		
2	<b>Apprentice electrician</b>	Per hour		X 100			X 15		
3	<b>Mark up Rate parts, materials, equipment</b>	%		X 7 000					
4	<b>Emergency Calls</b>	Hour		X 20					
						<b>TOTAL EVALUATED COST FOR OPTIONAL YEAR II :</b>			

**OPTIONAL YEAR III – Fourth year from date of award**

Item #	Skilled Trades	Unit	Regular Working Hours \$	Estimated Qty per year	Total A (Hour rate multiplied by Estimated Qty.)	Outside Regular Working Hours \$	Estimated Qty per year	Total B (Hour rate multiplied by Estimated Qty.)	Total per Trade (Total A + Total B)
1	<b>Journeyman certified electrician from CCQ</b>	Per hour		X 300			X 50		
2	<b>Apprentice electrician</b>	Per hour		X 100			X 15		
3	<b>Mark up Rate parts, materials, equipment</b>	%		X 7 000					
4	<b>Emergency Calls</b>	Hour		X 20					
						<b>TOTAL EVALUATED COST FOR OPTIONAL YEAR III :</b>			



**APPENDIX D**  
**Price Proposal Form (Basis of Payment)**

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**FINANCIAL EVALUATION OF THE RATES OFFERED – Consolidated**

**Total evaluated cost for Basic Year**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year I**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year II**      \$ \_\_\_\_\_

**Total evaluated cost for Optional Year III**      \$ \_\_\_\_\_

**Total for the four (4) years \$ \_\_\_\_\_ (plus applicable taxes)**

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

**Name of Offeror:** \_\_\_\_\_

**Name of Authorized Signatory:** \_\_\_\_\_

**Offeror's Address:** \_\_\_\_\_

**Position of Signatory:** \_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_



## APPENDIX E FORM A –SUBCONTRACTING / SOUS-TRAITANCE

If there is to be no subcontracting, proposer must confirm it on this form and sign.

Si aucun sous-traitant ne sera utilisé, l'offrant doit le confirmer sur ce formulaire et le signer.

### **Contractor's list of subcontractors**

It is my/our intention to employ the following subcontractors whom I/we believe, following investigation, to be reliable and competent for the performance of the portion of services being subcontracted. All other services will be performed by me/us.

### **Liste des sous-traitants de L'entrepreneur**

J'ai (nous avons) l'intention de faire appel aux sous-traitants suivants qui, je crois (nous croyons), après avoir effectué une enquête, sont dignes de confiance et compétents pour l'exécution des travaux sous-traités. Je (nous) assurerai tous les autres services.

Nom de l'entreprise / Name of company	Services donnés en sous-traitance/ Services to be subcontracted	Nombre d'années en association avec ce sous-traitant/Number of years that you are associated with that subcontractor	Nombre d'années d'expérience du sous-traitant dans ce domaine/Years of experience of subcontractor in the field	Portion du contrat (%) / Portion of the contract (%)

Je m'engage (nous nous engageons) à ne pas confier d'autres services en sous-traitance à des personnes ou à des sociétés, à moins d'obtenir l'autorisation écrite du ministre de l'Agriculture

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## INSURANCE TERMS

### IN1 GENERAL

- IN1.1 Worker's Compensation
- IN1.2 Indemnification
- IN1.3 Proof of Insurance
- IN1.4 Insured
- IN1.5 Payment of Deductible

### IN2 COMMERCIAL GENERAL LIABILITY

- IN2.1 Scope of Policy
- IN2.2 Period of Insurance

### IN3 AUTOMOBILE INSURANCE

- IN3.1 Scope of Policy

## IN1 GENERAL

### IN1.1 Worker's Compensation

- 1) The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province or Territory where the work is being carried out.

### IN1.2 Indemnification

- 1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

### IN1.3 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) In the event that the Contractor already possesses an insurance certificate clearly demonstrating that their insurance coverage meets IN2.1 Scope of Policy provisions, then the Contractor may deposit an original copy of this insurance certificate.
- 3) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

### IN1.4 Insured

- 1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

### IN1.5 Payment of Deductible

- 1) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

## **INSURANCE TERMS (Continued)**

### **IN2 COMMERCIAL GENERAL LIABILITY**

#### **IN2.1 Scope of Policy**

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$1,000,000.00 ;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$1,000,000.00 ; and
  - (c) a General Aggregate Limit of not less than \$2,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owed Automobile Policy.

#### **IN2.2 Period of Insurance**

- 1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF COMPLETION.

### **IN3 AUTOMOBILE INSURANCE**

#### **IN3.1 Scope of Policy**

- 1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.