



# **Request for Proposal (RFP): 01B46-20-044**

## **FOR SNOW AND ICE REMOVAL SERVICES**

### **FOR**

## **The Saint-Hyacinthe Research and Development Centre in Quebec**

**Tenders must be received by: 2:00 PM, Eastern  
Standard Time**

**on *October 6<sup>th</sup>*, 2020 at the following email  
address:**

**[aafc.escprocurement-cseapprovisionnement.aac@canada.ca](mailto:aafc.escprocurement-cseapprovisionnement.aac@canada.ca)**

**Note: Tenders received at an address other than this one will be rejected.**



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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

The Saint-Hyacinthe Research and Development Centre of Agriculture and Agri-Food Canada (AAFC) is required to be accessible 24 hours a day during the winter months.

The Saint-Hyacinthe Research and Development Centre has a requirement for snow removal and salting between the hours of 5:00 p.m. and 6:00 a.m. on weekdays and 24 hours a day on weekends and holidays.

The Research Centre operates five days a week from 6:00 a.m. to 5:00 p.m., although some agriculture research is conducted around the clock over extended periods.

### **2.0 SECURITY REQUIREMENTS**

There are no security requirements for this service contract.

### **3.0 INTERPRETATION**

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



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



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

### **1.0 CONTRACTUAL CAPACITY**

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

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

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

### **3.0 INCURRING COST**

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

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

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two(2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



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

**4.7 Requests for Standing Offer amendment(s)**

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

**5.0 RIGHTS OF CANADA**

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

**6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

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



compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

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

## **9.0 CANADIAN INTERNATIONAL TRADE TRIBUNAL**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Canadian International Trade Tribunal (CITT) . The Canadian International Trade Tribunal (CITT) is the bid challenge authority for Canada for the North American Free Trade Agreement (NAFTA), World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada - Chile Free Trade Agreement (CCFTA), Canada - Peru Free Trade Agreement (CPFTA), Canadian Free Trade Agreement and Agreement on Internal Trade (AIT). A potential supplier may file a complaint concerning a procurement action to the CITT, on the grounds that any aspect of the procurement process relating to a requirement covered by these agreements is unfair or discriminatory. You can also obtain more information on the Canadian International Trade Tribunal services available to you on their website at <http://www.citt-tcce.gc.ca/en> .

## **10.0 OPTIONAL SITE VISIT**

It is recommended that the Bidder or a representative of the Bidder visit the work site.

Arrangements have been made for a tour of the work site at the St-Hyacinthe Research and Development Centre located at 3600 Casavant Boulevard West SAINT-HYACINTHE, QC J2S 8E3 on September 16 and September 23, 2020.





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Interested bidders to visit the work site will have to confirm their attendance by sending an email to the contact below:

Carol Rahal  
[carol.rah@canada.ca](mailto:carol.rah@canada.ca)

Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



**PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

**1.0 APPLICABLE LAWS**

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

**2.0 SUBMISSION OF PROPOSAL**

- 2.1 Proposals must be submitted by email to the address indicated on the cover page of the RFSO. Due to the current situation with the COVID-19 no other shipping method will be acceptable.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date indicated on the cover page of this RFP**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.3 It is the Bidder’s responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to the current situation with the COVID-19, we do not accept in person delivery of proposal.
- 2.5 Proposals submitted in response to this RFP will not be returned.

**3.0 PROPOSAL PREPARATION INSTRUCTIONS**

- 3.1 The proposal **must** be structured in **TWO DIFFERENT SECTIONS** (two documents attached to the email) as indicated below:

Section 1	Financial Proposal	1 copy by email ONLY
Section 2	Certifications	1 copy by email ONLY

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



#### **4.0 PREPARATION OF FINANCIAL PROPOSAL (Section 1)**

The bidder will have to complete and sign the appendix C (Basis of Payment) which will be the financial proposal.

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

- 4.1 The Bidder may revise his/her tender by facsimile, or email, provided it is received before the RFP Closing Time.

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

#### **5.0 CERTIFICATION REQUIREMENTS (Section 2)**

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

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

#### **6.0 EVALUATION PROCEDURES**

- 6.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 6.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 6.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:



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- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any contract, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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

Upon a Contract being awarded pursuant to RFP #01B46-20-044, the following Terms and Conditions shall form part of the Resulting Contract:

### **1.0 GENERAL CONDITIONS**

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

### **2.0 REQUIREMENT**

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

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

### **3.0 SECURITY REQUIREMENTS**

There is no security associated with the work

### **4.0 CONTRACT PERIOD**

4.1 The Contract shall be from November 1<sup>st</sup>, 2020 to October 31<sup>st</sup>, 2021.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to three (3) additional one year periods under the same terms and conditions.

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

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

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

### **5.0 CONTRACTING AUTHORITY**

5.1 The Contracting Authority is:

Carol Rahal  
Senior Contract Agent  
Agriculture and Agri-Food Canada  
Telephone: 418-928-1059



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Fax: 514-283-1918  
Email: [carol.rahall@canada.ca](mailto:carol.rahall@canada.ca)  
2001 Robert-Bourassa, Room 671-TEN  
Montréal, Québec H3A 3N2

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

## **6.0 PROJECT AUTHORITY**

- 6.1 The Project Authority for the Contract is:

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

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

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

## **7.0 CONTRACTOR REPRESENTATIVE**

- 7.1 The Contractor Representative for the Contract is:

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

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

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



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

## **8.0 PRIORITY OF DOCUMENTS**

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

1. The article of agreement;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B46-20-044;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

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

In this section of the RFP,

9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

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

## **10.0 REPLACEMENT OF PERSONNEL**

10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.

10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.



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

## **11.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

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

## **12.0 BASIS OF PAYMENT**

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

## **13.0 METHOD OF PAYMENT**

Payment will be made **no more than once per month**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this contract and acceptance by the Departmental Representative.





## 14.0 DIRECT DEPOSIT

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

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

Additional information is available at:

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

## 15.0 INVOICING INSTRUCTIONS

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

## 16.0 MANDATORY CERTIFICATIONS

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

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

### 17.1 (CANADIAN CONTRACTOR)

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

### 17.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest



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Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **18.0 INSURANCE REQUIREMENTS**

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

## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

1.1 In the contract,

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

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

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

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

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

#### GC2. Powers of Canada

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

#### GC3. General Conditions

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

#### GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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

4.3 The Contractor shall:

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

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

**GC5. Inspection and Acceptance**

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

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

**GC6. Amendments and Waivers**

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

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

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

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

**GC7. Time of the Essence**

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

**GC8. Excusable delay**

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

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

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

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

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

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

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

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

**GC9. Termination of convenience**

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

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

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

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

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

**GC10. Termination due to Default of Contractor**

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

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

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

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

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

**GC11. Suspension of Work**

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

**GC12. Extension of Contract**

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

**TERMS OF PAYMENT**

**GC13. Method of Payment**

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

**GC14. Basis of Payment**

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

**GC15. Interest on Overdue Accounts**

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

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

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

**GC16. Records to be kept by Contractor**

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

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

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

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

**GC17. Invoice Submission**

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

17.2 Invoices must show:

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

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

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

**GC18. Right of Set off**

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

**GC19. Assignment**

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

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

**GC20. Subcontracting**

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

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

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

**GC21. Indemnification**

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

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

**GC22. Confidentiality**

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

**GC23. Indemnification - Copyright**

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

**GC24. Indemnification - Inventions, etc.**

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

**GC25. Ownership of Copyright**

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

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

or

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

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



**GC26. Taxes**

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

**GC27. International Sanctions**

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

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

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

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

**GC28. T1204 Government Service Contract Payment**

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

**GC29. Successors and Assigns**

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

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

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

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

**GC31. No Bribe**

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

**GC32. Errors**

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

**GC33. Performance**

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

**GC34. Gender**

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

**GC35. Survival**

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

**GC36. Severability**

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

**GC37. Contingency Fees**

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

**GC38. Integrity Provisions**

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

**GC39. Public Disclosure**

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

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

**GC40. Notice**

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

**GC41. Accuracy**

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

**GC42. Dispute Resolution Services**

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

**GC43. Contract Administration**

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

**GC44. Entire Agreement**

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



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## **APPENDIX B STATEMENT OF WORK**

### **SNOW AND ICE REMOVAL**

#### **PART 1 – GENERAL INSTRUCTIONS**

The Saint-Hyacinthe Research and Development Centre of Agriculture and Agri-Food Canada (AAFC) is required to be accessible 24 hours a day during the winter months.

The Saint-Hyacinthe Research and Development Centre has a requirement for snow removal and salting between the hours of 5:00 p.m. and 6:00 a.m. on weekdays and 24 hours a day on weekends and holidays.

The Research Centre operates five days a week from 6:00 a.m. to 5:00 p.m., although some agriculture research is conducted around the clock over extended periods.

#### **1.1 General**

The services covered in these specifications shall be performed in compliance with the current annexes and plans.

#### **1.2 Location of Work**

The services covered shall be performed on the site of the Saint-Hyacinthe Research and Development Centre, which is located at the following address:

Agriculture and Agri-Food Canada  
3600 Casavant Boulevard West  
SAINT-HYACINTHE, QC J2S 8E3  
Canada

#### **1.3 Description of Services Required**

The services required include the provision of the workforce, materials, products, equipment, machinery, transportation, supervision and everything necessary for the complete and compliant performance of the work.

#### **1.4 Scope of Services**

The services covered under these specifications include the following items:

- a) Clearing of the areas shown in the drawings (see Appendix – Site Plan) and the areas identified in these specifications (parking areas, roads and main entrance of the main



building). Clearing of the parking lots to the east and west of the main building, the parking lot in front of the hazardous materials storage facility, the laneways leading to the two loading bays, and the road around the main building. Clearing in order to allow easy access to the loading and unloading platforms. Clearing at all times in order to provide clear and ready access to the entrances and emergency exits. The Contractor shall be responsible for blowing the snow on both sides of the road around the property.

- b) Removal of ice from the surfaces, i.e., mechanical spreading of non-toxic biodegradable salt on all icy and slippery surfaces mentioned in the plan and, as needed, mechanical spreading of gravel and/or sand and/or calcium, when salt is ineffective in maintaining all service roads and parking lots free of snow and/or ice. However, no calcium should be used on concrete surfaces. These products must also be spread in situations involving ice pellets, freezing rain and surfaces that become icy due to cold temperatures, whether or not there has been any rain.
- c) Performance of emergency or “as and when required” services within two (2) hours of being notified by the Departmental Representative.
- d) The services shall be required as soon as the bid is accepted and shall continue for the entire period of the contract, until the final snowfall and the thawing of ice in the spring.
- e) The Contractor shall furnish and install, to the satisfaction of the AAFC Project Authority, beacons along edges and contours. Also, the Contractor shall ensure that they are removed in the spring.
- f) In the spring, the Contractor shall clean with a road sweeper all the surfaces indicated at paragraph a) of this section. The Contractor shall rake the lawn and remove all debris found there.

## **1.5 Legislation and Regulations**

The Contractor shall comply with federal, provincial, municipal and local legislation and regulations in force at the time of performance of the work for the period of the contract. All equipment must be licensed by the authority having jurisdiction over the service for which it is used. Licences must be available for review on request.

## **1.6 Permits**

The Contractor and his/her personnel must hold all the permits required for performing the work and assume the costs thereof. Upon request by the AAFC Project Manager, the Contractor shall provide a copy of those permits within 48 hours.

## **1.7 Damage/Accidents**

The Contractor shall be responsible for damage caused to AAFC property while the work is being performed.



Prior to the commencement of the services, the Contractor shall inspect the areas to be serviced and report any damaged infrastructure to the AAFC representative.

Any accident in which property damage occurs shall be immediately reported to AAFC Project Authority.

The Contractor shall instruct his or her personnel to ensure that the facilities, including parking lots, traffic signs, street lights, fire hydrants, trees, hedges, warehouses and other buildings, are not damaged while the various items of work are carried out.

The Contractor shall, at all times, level any ridges, bumps and holes that may have formed on surfaces and resulted from accumulation of snow and/or ice.

#### 1.7.1 Repair Time Limits

- a) Damage which affects the business operation or building services, i.e., fire hydrants, street lights, security perimeter fencing, etc., must be repaired immediately.
- b) Damage to curbs, etc., must be repaired in the spring/summer before the month of June.
- c) Repairs to damaged lawns and grounds must be completed as early in the spring as conditions permit.
- d) Removal of debris and excess salt remaining in the snow pile area must be completed in the spring before the month of May if the ground conditions are dry enough to allow equipment access without causing damage.

This work schedule is subject to revision by mutual consent between the Departmental Representative and the Contractor.

## 1.8 Availability

The Contractor shall commit to performing, every day of the week during the “**non-busy period**” as per section 3.1.2 (a), including Saturdays, Sundays and public and statutory holidays,<sup>1</sup> all of the services required for the performance of the work set out in these specifications.

The Contractor shall designate a representative and ensure that AAFC is able to contact that representative by telephone 24 hours a day, 7 days a week, without exception. That individual shall have the authority required to receive and carry out the AAFC Project Manager’s instructions.

If the AAFC Project Manager is unable to reach the Contractor’s delegated representative, AAFC reserves the right to obtain the services by other means.

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<sup>1</sup> Statutory holidays applicable for the period of this contract: Good Friday, Easter Monday, Boxing Day, Christmas Day and New Year’s Day.



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## 1.9 Definitions

Subject to the requirements of the context, the words which appear below, as used in this document, shall have the following meaning:

- a) Busy period: Monday to Friday from 6:00 am to 5:00 pm; these are the regular AAFC business operational hours.
- b) Non-busy period: Monday to Friday from 5:00 pm to 6:00 am the following day and 24 hours on Saturdays, Sundays and public and statutory holidays.
- c) Snowfall: Period of time during which one or more snow accumulations occur (snow accumulation caused by wind, etc.).
- d) Snow accumulation: Depth of snow measured in centimetres in the areas included in the contract. Accumulation may be caused by one or several snowfalls or by wind without a snowfall. (See section 3.1.2.)
- e) End of snowfall: Time at which the snowfall ends completely for a minimum of 8 hours according to the weather forecasts.
- f) Clearance: Clearing snow from the specified surfaces by scraping those surfaces down to bare ground. At no time shall the snow accumulate to a depth of more than 5 cm.
- g) Snow removal: Pushing of accumulated snow to the roadside and/or to specific locations.

## PART 2 – MACHINERY / DE-ICING PRODUCTS

### 2.1 Machinery

- a) The Contractor shall provide all the machinery necessary for the complete and compliant performance of the work.
- b) To meet machinery operating capacity requirements, the Contractor must use a front-end loader with a snow plow blade measuring at least 8 feet, a salt spreader and snow shovels, and must employ machinery operators. Only power equipment with rubber tires may be used for snow clearing operations.

The equipment must not be left running unattended. **(Provide a description of the equipment by competing Appendix F, List of Machinery.)**

- c) The fuel, transportation, maintenance and repair costs shall be entirely assumed by the Contractor.



- d) AAFC shall not be responsible for potential machinery breakdowns which might result from poor quality of the surface of the areas to be maintained (potholes, unevenness, obstacles, etc.). The Contractor shall be responsible for inspecting the surfaces on a regular basis and taking note of irregularities so that any necessary adjustments can be made in the way the vehicles are driven.
- e) All equipment used to perform the work must be safe and in good repair. Any equipment that becomes unsafe or defective during the performance of the work must be removed from the site. The Contractor shall supply suitable replacement equipment until the necessary repairs are made.
- f) All equipment must be adequately equipped with a flashing beacon and front and rear lights.
- g) The Contractor must not store equipment on the site.

## 2.2 Equipment Operators

All equipment operators must be qualified and experienced with the equipment they are operating and be licensed by the authority having jurisdiction.

The drivers must

- a) be able to adjust operation of the equipment;
- b) be able to evaluate the functional status of the equipment;
- c) be able to monitor operation of the equipment;
- d) know electrical and mechanical principles;
- e) know how the tools function; and
- f) know the safety regulations.

Operators must adhere to speed limits posted in the facility parking area and on roadways.

Operators must not leave running equipment unattended.

It is the Contractor's responsibility to ensure that machinery operators hold a valid permit allowing them to use the equipment.

## PART 3 – PERFORMANCE OF WORK

### 3.1 Clearing during a snowfall

#### 3.1.1 General

- a) The surfaces to be cleared under this contract are shown on the appended plan.
- b) It should be noted that any accumulation of snow caused by wind, whether it occurs during a snowfall or not, shall be considered for the purposes of this contract to have been caused by a snowfall.





- c) The Contractor is responsible for monitoring weather forecasts and for regularly checking the surfaces to be cleared to ensure that his/her contractual obligations are met.
- d) The Contractor is responsible for supervision and planning and must not wait to be contacted by the AAFC Project Manager to call in workers, except in the event that he/she is requested to perform additional work.
- e) Prior to the first snowfall, the Contractor must flag corner curbing, islands and shrub/flower beds. The Contractor must also become familiar with the snow piling sites.
- f) However, the Contractor shall not blow snow on shrubs and other plants, so as not to damage them.

### **3.1.2 Performance of work: Clearing during a snowfall**

Note: Fire hydrants should be kept cleared and visible at all times.

#### **a) Clearing during the non-busy period**

Clear the target surfaces as many times as required to ensure that the site is accessible. The entire width of traffic lanes must be cleared at all times.

Pile up the snow in such a way as to minimize obstructions to the movement of vehicles and pedestrians.

Do not build up snowbanks in front of or behind parked vehicles.

## **3.2 Snow removal after the end of a snowfall**

### **3.2.1 General**

The surfaces to be cleared under this contract are shown on the appended plan.

- a. It should be noted that any accumulation of snow caused by wind, whether it occurs during a snowfall or not, shall be considered for the purposes of this contract to have been caused by a snowfall.
- b. The Contractor is responsible for monitoring weather forecasts and for checking the surfaces to be cleared on a regular basis to ensure that the obligations under the contract are met.
- c. The Contractor is responsible for supervision and planning and must not wait to be contacted by the AAFC Project Manager to call in workers, except in the event that he or she is asked to perform additional work.



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### **3.2.2 Performance of work: Snow removal after the end of a snowfall**

- a) Wait for the non-busy period that follows the end of a snowfall and then remove the snow from the surfaces, so that they are entirely free of snow and ice at 6:00 am.
- b) Snow removal involves clearing all the surfaces shown on the drawings one last time, without regard to the depth of the accumulation on the ground.
- c) Vehicles that are parked during the non-busy period must be bypassed.

### **3.3 Salt Spreading**

#### **3.3.1 General**

- a) All the costs associated with supplying and spreading chemical de-icer are included in the lump sum contract price for the entire period covered by the lump sum rate (see Appendix "C").
- b) Spreading services are an integral part of the clearing and removal work and shall also be provided when needed at no additional cost, i.e., also between snowfalls.
- c) The spreading of chemical de-icers also extends to situations involving ice pellets or freezing rain and when surfaces have become icy because of cold temperatures, whether or not there has been rain.
- d) When the weather forecasts predict ice pellets or ice storms, the Contractor shall, without delay, proceed with preventive spreading of chemical de-icers so as to prevent ice formation, in compliance with the requirements under this contract.
- e) The Contractor shall fill the non-toxic biodegradable salt containers, which must contain a sufficient quantity of this product at all times, and place them at the locations specified by the AAFC Project Authority.

#### **3.3.2 Products**

Unless there is notice or authorization to the contrary from the AAFC Project Manager, the following products shall be required:

Products: Salt on asphalt surfaces and chemical de-icing products (non-salt) on cement surfaces.



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## **PART 4 – ADDITIONAL WORK ON DEMAND**

### **4.1 General**

Supply, on request from the AAFC Project Manager, the workforce and all the products, equipment and machinery necessary for the complete performance of certain additional work that is not included in the scope of the work associated with the lump sum payment.

The required services shall be available on site within 2 hours following the request from the AAFC Project Manager.

**AAFC is under no obligation to use this additional work on demand. The maximum amount of \$ 3, 000 per year for this work is optional, with no obligation for AAFC to use this amount.**

### **4.2 Scope of the additional work**

The additional work most likely to be requested includes, but is not limited to, the following:

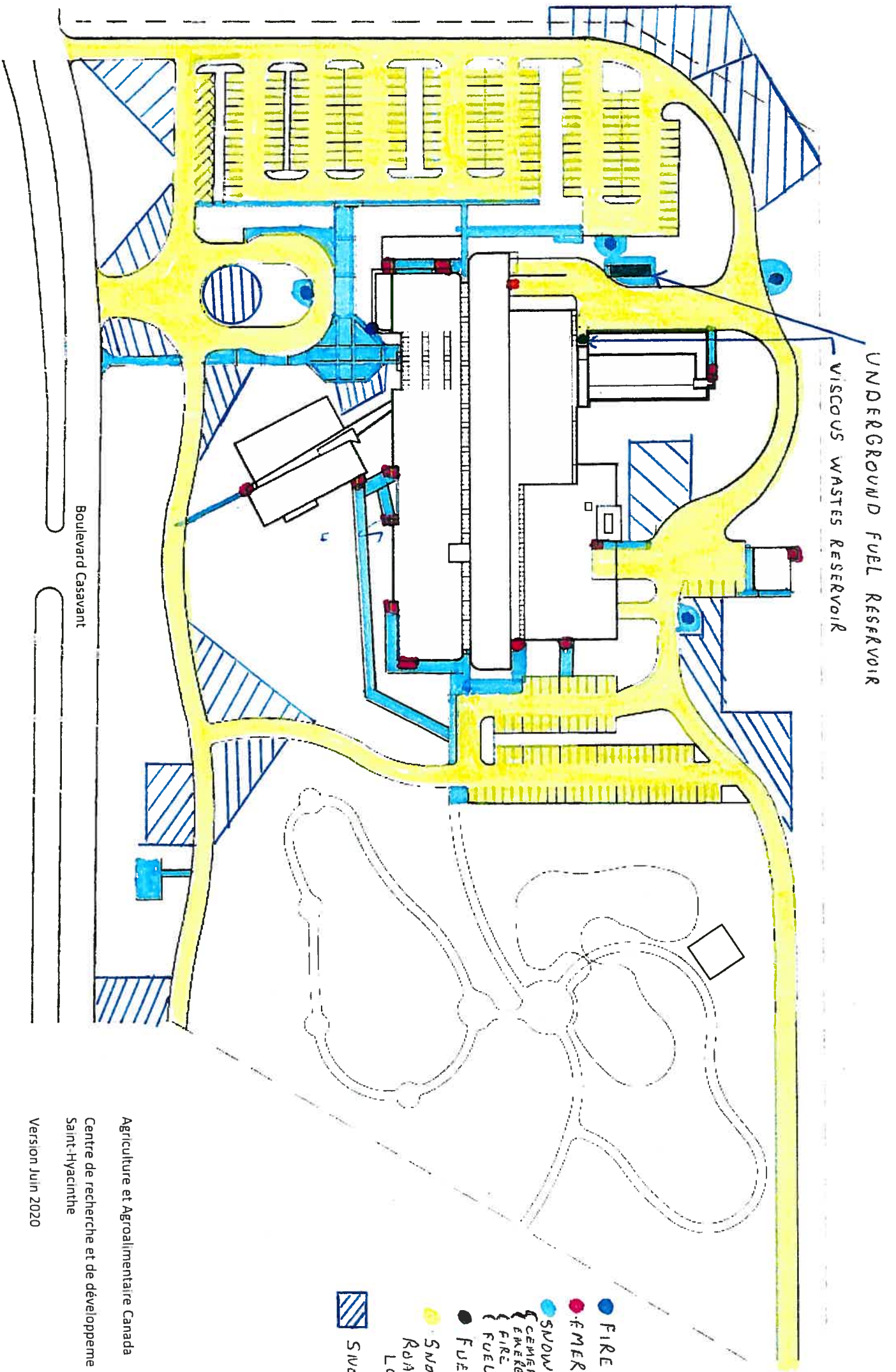
- a) Removal of snow from the surfaces identified in the Appendix – Site Plan during the busy hours (6:00 am to 5:00 pm).
- b) Snow clearing and removal, done mechanically with equipment and/or manually when the doorways must be cleared during the busy hours.
- c) Snow clearing and removal from roads and parking lots during the busy hours.

**See Appendix – Site Plan.**



## **APPENDIX B-1**

### **SITE PLAN**



UNDERGROUND FUEL RESERVOIR  
 VISCIOUS WASTES RESERVOIR

Boulevard Casavant

- FIRE HYDRANT
- EMERGENCY EXIT
- SNOW REMOVAL  
 (CEMENT SIDEWALKS)  
 (EMERGENCY EXITS)  
 (FIRE HYDRANTS)  
 (FUEL RESERVOIRS)
- FUEL RESERVOIR
- SNOW REMOVAL  
 ROADS AND PARKING  
 LOTS
- ▨ SNOW DUMPING  
 AREAS

Agriculture et Agroalimentaire Canada  
 Centre de recherche et de développement  
 Saint-Hyacinthe  
 Version Juin 2020



**APPENDIX “C”**

**BASIS OF PAYMENT  
(Financial proposal)**

**1.0 General**

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.**

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

**2.0 Pricing Basis**

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

**YEAR 1: November 15, 2020 to November 14, 2021**

REGULAR SNOW REMOVAL AND ICE CONTROL SERVICES

<b>Period of Services</b>	<b>Firm price</b>
November 15 to December 14, 2020	\$
December 15, 2020 to January 14, 2021	\$
January 15 to February 14, 2021	\$
February 15 to March 14, 2021	\$
March 15 to April 14, 2021	\$
<b>Total year 1</b>	<b>\$</b>

On-demand services for Year 1: (Max: \$ 3 000 / year)

Described in Appendix B - Statement of Work, Part 4, Additional work on demand

Hourly Rate – \*Heavy Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Light Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Manual Jobs \$ \_\_\_\_\_/ Hour



**YEAR 2 (Option 1): November 15, 2021 to November 14, 2022**

REGULAR SNOW REMOVAL AND ICE CONTROL SERVICES

Period of Services	Firm price
November 15 to December 14, 2021	\$
December 15, 2021 to January 14, 2022	\$
January 15 to February 14, 2022	\$
February 15 to March 14, 2022	\$
March 15 to April 14, 2022	\$
<b>Total year 2</b>	<b>\$</b>

On-demand services for Year 2: (Max: \$ 3 000 / year)

Described in Appendix B - Statement of Work, Part 4, Additional work on demand

Hourly Rate – \*Heavy Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Light Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Manual Jobs \$ \_\_\_\_\_/ Hour

**YEAR 3 (Option 2): November 15, 2022 to November 14, 2023**

REGULAR SNOW REMOVAL AND ICE CONTROL SERVICES

Period of Services	Firm price
November 15 to December 14, 2022	\$
December 15, 2022 to January 14, 2023	\$
January 15 to February 14, 2023	\$
February 15 to March 14, 2023	\$
March 15 to April 14, 2023	\$
<b>Total year 3</b>	<b>\$</b>



**On-demand services for Year 3: (Max: \$ 3 000 / year)**

Described in Appendix B - Statement of Work, Part 4, Additional work on demand

Hourly Rate – \*Heavy Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Light Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Manual Jobs \$ \_\_\_\_\_/ Hour

**YEAR 4 (Option 3): November 15, 2023 to November 14, 2024**

**REGULAR SNOW REMOVAL AND ICE CONTROL SERVICES**

Period of Services	Firm price
November 15 to December 14, 2023	\$
December 15, 2023 to January 14, 2024	\$
January 15 to February 14, 2024	\$
February 15 to March 14, 2024	\$
March 15 to April 14, 2024	\$
<b>Total year 4</b>	<b>\$</b>

**On-demand services for Year 4: (Max: \$ 3 000 / year)**

Described in Appendix B - Statement of Work, Part 4, Additional work on demand

Hourly Rate – \*Heavy Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Light Equipment \$ \_\_\_\_\_/ Hour

Hourly Rate – \*Manual Jobs \$ \_\_\_\_\_/ Hour

**\*Definition:**

Heavy Equipment and Light Equipment: Please refer to the list Machinery completed in Appendix F.

Manual Labour : shoveling walkways, door entrances and/ or fire hydrants, hand spreading salt to doorways etc.

**Total price for financial evaluation purpose:**

Total Year 1 + Total Year 2 + total Year 3 + total Year 4 =





Name and address of vendor/Company: (including Postal Code)

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Name of bidder: \_\_\_\_\_

Bidder's Position: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_



## APPENDIX D

### EVALUATION PROCEDURES & CRITERIA

#### TECHNICAL PROPOSAL

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

#### 1.0 METHOD OF SELECTION – LOWEST COST

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the LOWEST PRICE for the financial proposal. Lowest price will be determined by the Appendix C, Basis of payment, on the first table with the total price for 5 years.
- 1.5 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.
- 1.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

#### 2.0 FINANCIAL PROPOSAL

The Bidder must complete and sign the Appendix C, Basis of Payment which will form the Financial Proposal.

#### 3.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidder with the lowest total cost (including optional years) indicated on the Appendix C, Basis of payment, will be awarded the contract.



## APPENDIX E

### CERTIFICATION REQUIREMENTS

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

#### A) LEGAL ENTITY AND CORPORATE NAME

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

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

Any resulting Contract may be executed under the following:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### B) EDUCATION/EXPERIENCE CERTIFICATION

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

\_\_\_\_\_



---

Name

---

Signature

---

Date

**C) PRICE/RATE CERTIFICATION**

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

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Name

---

Signature

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Date

**D) VALIDITY OF PROPOSAL**

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

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

---

Name

---

Signature

---

Date

**E) AVAILABILITY AND STATUS OF PERSONNEL**



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

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

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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

**Definitions**

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

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

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



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

### **Former Public Servant in Receipt of a Pension**

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

Yes ( ) No ( )

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Name



- 
- |  |           |      |
|--|-----------|------|
|  | Signature | Date |
|--|-----------|------|
- G) JOINT VENTURES**
- 1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:
1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
  2. A Bidder that is a joint venture represents the following additional information:
    - (a) Type of joint venture (mark applicable choice):
      - Incorporated joint venture
      - Limited partnership joint venture
      - Partnership joint venture
      - Contractual joint venture
      - Other
    - (b) Composition (names and addresses of all members of the joint venture)
  3. Definition of joint venture

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

    - (a) The incorporated joint venture;
    - (b) The partnership venture;
    - (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
  4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:
    - (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
    - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.



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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## H) FEDERAL CONTRACTORS PROGRAM

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

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

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

## I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity





- Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
    - a. it has read and understands the [Ineligibility and Suspension Policy](#);
    - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
    - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
    - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
    - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
    - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
  5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
  6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date