



**Request for Standing Offer (RFSO):
01R11-22-S026**

FOR THE PROVISION OF

ELECTRICAL SERVICES

FOR

**BEAVERLODGE RESEARCH FARM
Beaverlodge, AB**

**Bid Submissions must be received by: 2:00 PM,
Central Standard Time on February 28, 2022**



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture & Agri-Food Canada's Research Farm at Melfort, SK, requires a Contractor to provide Electrical Services on an "as and when required" basis.

1.1 Standing Offer Summary

- 1.1.1 The purpose of this Request for Standing Offer (RFSO) is to issue a Departmental Individual Standing Offer (DISO) to obtain the services described in the Statement of Work - Appendix "B", at Melfort, SK.
- 1.1.2 The period of the Standing Offer will be for one (1) calendar year with the possibility to extend the Standing Offer for three (3) additional 1 year periods.
- 1.1.3 The total estimated budget for the SO-will be \$200,000.00, including any option years, (Goods and Services tax or Harmonized sales tax not included) including years of option.

2.0 SECURITY REQUIREMENTS

Prior to Contract award, the Security requirements must be met. Refer to Part 2, Article 4.2 and Part 3, Article 2.0 for additional information.

3.0 INTERPRETATION

In the Request for Standing Offer "RFSO",

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food Canada;
- 3.2 "Call-up", "Contract" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;
- 3.3 "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;
- 3.4 "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from these general



- conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;
- 3.5 "Offeror", "Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
- 3.6 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. "Bidder" means a person or entity submitting a Proposal in response to this RFSO;
- 3.9 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFSO.

4.0 COVID-19 VACCINATION REQUIREMENT

- 4.1 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3A, section 5 of the RFSO. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **12:00 pm CST on February 22, 2022** to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



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

4.7 Requests for Standing Offer amendment(s)

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

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

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



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

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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa.opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

10.0 MANDATORY SITE VISIT

Bidders must attend a site visit where the services are to be rendered and make themselves familiar with the site and any conditions that may affect the nature or provision of the services required. Ignorance of the local conditions at no time will constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

Site Visit will be held **February 16, 2022 at 10:00 AM MST.**



This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must also complete and submit the following certification:

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to **01R11-22-S026** warrant and certify that all personnel that will attend this site visit on this business' behalf are:

- (a) _____ fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) _____ for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders



should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in e-mail attachments as described in Article 3.0.

Proposals shall be emailed to: camille.sobczak@agr.gc.ca AND aafc.wscprocurementmanitoba-csoapprovisionnementmanitoba.aac@agr.gc.ca

The maximum email file size that AAFC is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted.

- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority no later than the **date and time indicated on the cover page of this RFSO**. The e-mail and the e-mail attachments should include the RFSO number found on the cover page of the RFSO.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that any in-person delivery of a bid submission may not be accepted.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **ONE E-MAIL** with **TWO SEPARATE PDF ATTACHMENTS** as indicated below:



E-Mail Attachment 1	TECHNICAL PROPOSAL -Appendix E - Certification Requirements and -Attachment #1 to Appendix D for the Mandatory Criteria. (with no reference to price)
E-Mail Attachment 2	FINANCIAL PROPOSAL - -Attachment #2 to Appendix D for the Financial Proposal

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

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

4.0 PREPARATION OF TECHNICAL PROPOSAL

4.1 In the Technical proposal, the Bidder must demonstrate its compliance with the Mandatory Requirements and include any necessary documentation with their submission.

4.2 Security Requirements

4.2.1 Security Profile Verification

The issuance of a contract is subject to a successful security screening by the Government of Canada security services.

Because of legal and ethics issues, the Bidder is not obligated to complete the "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e), available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> for each proposed employee at this point in time of the RFSO process.

However, once the technical evaluation team will have evaluated the received proposals and will have identified the acceptable proposal, this requirement will become a mandatory requirement. Successful clearance by AAFC’s Security Services is a mandatory condition before AAFC can award the contract.

5.0 PREPARATION OF FINANCIAL PROPOSAL

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



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

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

- 5.1 The Bidder may revise his/her tender by e-mail provided it is received before the RFSO Closing Time.

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

6.0 CERTIFICATION REQUIREMENTS

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

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

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;



- c) request, before award of any Standing Offer, specific information with respect to bidders' legal status;
- d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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

A. STANDING OFFER

1.0 OFFER

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

2.0 SECURITY REQUIREMENTS

- 2.1 The Offeror's personnel requiring access to the work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada.

No resource of the Offeror shall be allowed on site until clearances have been established. **This requirement must be updated when staff changes occur.**

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada.

3.0 STANDING OFFER'S GENERAL CONDITIONS

3.1 General

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

3.2 Offer

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



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

3.3 Call-ups

If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both.

3.4 Withdrawal

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

3.5 Revision

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

3.6 Disclosure of Information

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

4.0 TERM OF STANDING OFFER

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2022 – March 31, 2023.



4.2 Extension of Standing Offer

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

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

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

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

4.2.4 Canada is not obliged to exercise any option period(s).

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Camille Sobczak
Procurement Officer
Agriculture and Agri-Food Canada
400-303 Main Street
Winnipeg, MB R3C 3G7
Tel.: (204) 259-4097
Email: camille.sobczak@agr.gc.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Standing Offer is:

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

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



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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Standing Offer is:

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

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

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

8.0 CALL-UP INSTRUMENT

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

9.0 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes extra).

10.0 FINANCIAL LIMITATION

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$320,000.00 (Applicable Taxes extra), including any



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

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

11.0 PRIORITY OF DOCUMENTS

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

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. The Statement of Work, Appendix B hereof;
4. The General Conditions, Appendix A hereof;
5. Basis of Payment, Appendix C hereof;
6. Certification Requirements, Appendix E
7. Request for Standing Offer number **01R11-22-S026**;
8. Contractor's Proposal dated *(to be inserted at Standing Offer award)*.

12.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFSO,

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

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

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

13.0 REPLACEMENT OF PERSONNEL

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



- 13.2 Should the Contractor at any time be unable to provide the services of the named personnel, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement personnel who shall be of similar skills and experience as stated in **the Evaluation Procedures and Criteria, Appendix D.**
- 13.3 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 13.4 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 13.5 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Standing Offer.

14.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

15.0 MANDATORY CERTIFICATIONS

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

16.0 THIS SECTION INTENTIONALLY LEFT BLANK

17.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at Standing Offer 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 Standing Offer, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

B. RESULTING CALL-UPS CLAUSES

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

1.0 STATEMENT OF WORK

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

2.0 CALL-UPS GENERAL CONDITIONS

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

3.0 TERM OF CALL-UP

3.1 Period of the Call-up



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

4.0 BASIS OF PAYMENT

- 4.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Basis of Payment, Appendix C for Work performed pursuant to the Call-up.
- 4.2 The ceiling price is the maximum amount of monies that may be paid to a contractor. By establishing a ceiling price, the contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment detailed in Appendix C, to a ceiling price of \$ **(insert amount at contract award)**. Customs duties are included and the Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

5.0 METHOD OF PAYMENT

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

6.0 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

7.0 INVOICING INSTRUCTIONS



- 7.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Call-up.
- 7.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Standing Offer #
 - Contract #
 - Invoiced Amount + applicable taxes
 - Itemized list of services provided (ie breakdown of all hours of labour and rates, parts/materials used and Markup, if applicable)
 - GST #
- 7.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Part 3A, Article 6.0.

8.0 INSURANCE REQUIREMENTS

Refer to Appendix E, Certification Requirements.



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 Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under sections GC10 Termination due to Default of Contractor or GC9 Termination of Convenience.
- 11.2 When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 11.3 When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

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 agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



GC43. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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.

GC45. Compliance With On-Site Measures, Standing Orders, Policies, And Rules

- 45.1 The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

GC46. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default



APPENDIX B - STATEMENT OF WORK

Agriculture and Agri-Food Canada's (AAFC) Beaverlodge Research Farm at Research Road, Beaverlodge, AB has a requirement for an electrical company to provide electrical services on an "**as and when requested**" basis.

The Beaverlodge Research Farm consists of a number of multi-purpose buildings which facilitate a number of Research Programs for the Department of Agriculture and Agri-Food Canada. The Farm is located approximately one mile east of the Town of Beaverlodge and serves as a sub-station to the Lacombe Research Center.

Services shall be provided during the following:

Regular Hours – 8:00 a.m. to 4:00 p.m. Monday to Friday

Overtime Hours – 4:00 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays

This is a non-smoking, scent free facility.

SYSTEM TYPES:

The Centre's electrical systems include:

1. Two metered services supplied by Atco Electric;
2. A wide variety of motors, pumps, environmental growth chambers, cold storage units and refrigerated scientific equipment;
3. Assorted step down transformers;
4. Exterior lighting and infrastructure;
5. Various interior lighting (T-8's, T-12's, emergency exit lighting, etc.);
6. Emergency backup generators

SERVICE REQUIRED:

The types of services include but are not limited to:

1. Preventative maintenance and repairs
2. Repair of light fixtures;
3. Repair and installation of electrical motors;
4. Repairs of refrigeration package control systems;
5. Trouble shooting and repairs to all associated low and high voltage wiring;
6. Load balancing of systems;
7. Repair and install all electrical outlets and switches;
8. Repairs to any fire alarm and sprinkler systems;
9. Installation of new equipment and decommission services
10. Repairs to 600 V distribution system
11. On call service during 'Regular Working Hours'
12. Emergency service 'Outside Regular Working Hours'



TERMS AND CONDITIONS OF THE WORK

1. This Standing Offer does not create an exclusive right of the Standing Offer Holder to perform all the work that may be required. AAFC reserves the right to have any work done by other means
2. Post Award / Site Orientation Meeting
 1. The Offeror may be required to attend a Post Standing Offer award site orientation meeting with the Facility Manager prior to the commencement of any work. This walk through will facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.
 2. The walk through will include where all building exits are located and where the muster point is in the event of an emergency situation and *any other information required to carry out the work including* Lockout and Tag out devices and safety procedures.
3. Upon request the Offeror shall provide the Facility Manager with a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.
4. Service is to be provided by one (1) Licensed Journeyman Electrician at a time only, unless a specific request is made in writing to, and approved by, the Facility Manager.
5. An Apprentice may perform the work only after a request is made in writing to, and is approved by, the Facility Manager and; they work under the direct supervision of the Licensed Journeyman Electrician.
6. The Contractor shall be responsible for obtaining and paying for any permits or licenses as may be required up front, for any portion of this Standing Offer, complying with all Municipal, Provincial and Government of Canada regulations. If permits are required for any portion of the Work, these will be reimbursed by AAFC at cost.
7. The Offeror may be required to provide a written estimate for repair work and new installations. The estimate must include:
 1. Cost for all Materials and replacement parts.
 2. Mark-up
 3. Estimated number of hours for labour and rates
 4. Applicable taxes will be shown as a separate item.
8. AAFC reserves the right to supply material and replacement parts to the Offeror.
9. The Offeror must be available to provide routine maintenance and emergency repairs to breakdowns within the following response times:



1. Routine Maintenance:
For routine maintenance requirements, the Contractor must be on site within 24 hours of a Call-up.
2. Emergency Repairs:
For deficiencies or breakdowns that require immediate attention, the Contractor must be on site within two (2) hours of a Call out, followed by a Call-up.
10. The Offeror's resources shall report to the Facility Manager upon arrival. Identification and sign in is required at the Reception Desk.
11. Any shutdown to execute service or repair must first be approved by the Farm Manager.
12. The Offeror and its resources will be responsible to maintain the integrity of the existing facility. Any damages to the facility caused by the Contractor must be repaired by the Offeror to its original condition.
13. The Offeror shall ensure that all applicable personal protective equipment (PPE) is used.
14. The Offeror is to supply all tools and equipment required to provide work under the Standing Offer.
15. Equipment and materials to be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
16. Additions, relocations or removal of equipment or systems are to be recorded, dated and initialed by the Contractor on the "as-built" prints where applicable.
17. Power activated devices using explosives shall not be used, unless authorized by the Farm Manager.
18. The Offeror shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and wellbeing of his / her employees. Copies shall be made available to the Farm Manager.
19. All copies of the formal Hazard Assessments conducted by the Offeror throughout the duration of the work shall be retained and supplied to the Farm Manager.
20. The Offeror shall post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
21. The Offeror shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Offeror shall



supply shop drawings and manufacturer's instructions and specifications on all new installations, if requested.

22. The Offeror shall provide a detailed work order explaining the Work undertaken to the Facility Manager before leaving the site.
23. The Offeror shall complete all applicable log books before leaving the site each day outlining all work performed in the facility.
24. Upon request the Offeror will provide AAFC with a wholesalers invoice complete with parts pricing.
25. The Offeror shall provide AAFC an invoice complete with a detailed breakdown of all parts, material and labour used. This invoice must clearly reference all work sheets associated with the Call-up.
26. Upon request the Offeror must provide a copy of the Material Safety Data Sheet (MSDS) to the Facility Manager
27. Materials & WHMIS Compliance

Upon request by the Facility Manager, the Offeror must provide proof of up-to-date WHMIS training for all employees working on site.

1. The Offeror shall use as many low toxicity / environmentally friendly products as practical (use products displaying the Environmental Choice Eco-logo). Samples of Controlled Products may be required for WHMIS Compliance testing to ensure that all materials used meet the Canadian General Standards Board Qualified Products criteria.
2. The Offeror shall ensure that, where substances classified as controlled products under the Control Products Regulations are to be used in Crown-owned facilities and their employees receive appropriate training as per Provincial / Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS). Proof of up to date WHMIS training, for all employees working on site, must be supplied to the Facility Manager.
3. The Offeror shall ensure that all controlled products are identified to the Facility Manager. Where controlled products are to be used at Federal occupied facilities the Facility Manager will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.
4. The Offeror must advise the Facility Manager when controlled products are to be brought into Crown-owned or occupied facilities. Material Safety Data Sheets (MSDS), for all controlled products stored or used on site, are to be in a conspicuous WHMIS binder in the Boiler Room Office.
5. All containers brought into Crown-owned facilities containing controlled products must be labeled in accordance with WHMIS regulations. The Offeror



shall ensure that no down-the-drain disposal for controlled waste liquids will occur. MSDS instructions for product disposal must be followed at all times.

28. The following codes and standards are in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Standing Offer.

- Treasury Board of Canada
- All applicable Canada Standards Association (CSA) standards and regulations
- Canadian Environmental Protection Act
- National Building Code of Canada
- National Fire code
- Part II of the Canada Labour Code
- Canadian Occupational Safety and Health Section of Part II of the Canada Labour Code
- Fire Commissioner of Canada FC 301 Standard for Construction Operations
- Provincial and Territorial Acts and Regulations
- Canadian Construction and Labour Safety Codes; Provincial Government Workers' Compensation board and Municipal Statutes and Authorities
- Canadian Electrical Code, Part I, CSA 22.1 1998
- Canadian Plumbing Code
- Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specification Board (CGSB), CSA, American Society for Testing Materials (ASTM) and referenced organizations.

In the event of a conflict between any of the above codes or standards, the most stringent shall apply.



APPENDIX C - BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 5.0 of Part 3 B, Method of Payment and 6.0 of Part 3 B, 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

2.1 Ceiling Price

The price specified of \$ **(amount inserted at contract award)** (excluding applicable Tax) for the Work is a ceiling price and is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the basis of payment. The requirements of the Statement of Work shall be completed in accordance with the terms and conditions of the Standing Offer and subject to the ceiling price. No additional funds shall be made available.

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

2.2 Contract Payment

Subject to this Contract, Her Majesty will pay the Contractor the following amounts for the performance by the Contractor of the work as outlined in the Statement of Work: **(amounts inserted at contract award)**



APPENDIX D - EVALUATION PROCEDURES & CRITERIA

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

- 1.1 This section comprises the detailed requirements that will be used to evaluate Bidders' responses to the RFSO.
- 1.2 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 where applicable.
- 1.3 The selection of the responsive Proposal will be made on the basis of the LOWEST PRICE for the financial proposal.
- 1.4 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Quotation Preparation Instructions in Part 2, Article 3.0.
- 1.5 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the Scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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

Refer to Attachment #1 to Appendix D for the Mandatory Criteria.

3.0 FINANCIAL PROPOSAL

- 3.1 The Bidder is requested to complete the table identified in Attachment #2 to Appendix D which will form the Financial Proposal. The cost shall be in CANADIAN FUNDS and exclusive of any applicable Taxes.

4.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to total price of the bid. Lowest price will be determined by extending and totaling the unit prices. The Bidder with the lowest cost will be recommended for award of the Standing Offer.



APPENDIX E - CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Standing Offer (RFSO) document. Offerors must provide the required certifications and additional information to be issued a standing offer.

The Contracting Authority will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

A) LEGAL ENTITY AND CORPORATE NAME

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

Name

Signature

Date

D) VALIDITY OF PROPOSAL

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

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFSO; and,
- signed by an authorized representative of the Bidder in the space provided on the RFSO; 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 Standing Offer resulting from this RFSO, the employees proposed in its proposal



will be available to commence performance of the work within a reasonable time from Standing Offer 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

Standing Offers 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 Standing Offer is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Call-ups against a Standing Offer.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

Name

Signature

Date

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.

LIST OF NAMES :

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

Bidders who are 'incorporated' must provide :

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



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

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

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

Certification:

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

Name

Signature

Date

J) INSURANCE CERTIFICATION

1) Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own Benefit and protection.



- (c) Upon request, Proposers shall deposit with Canada, a CERTIFICATE OF INSURANCE (form AAFC 5314).

Upon request by Canada, the Standing Offer holder shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

2) Commercial General Liability Insurance

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$ 2,000,000.00 per accident or occurrence and in the annual aggregate.

- (b) The Commercial General Liability policy must include the following :

- i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: *Her Majesty the Queen in the right of Canada as represented by the Minister*
- ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- iv) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- v) Cross Liability / Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
- viii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- ix) Broad Form Property Damage including Completed Operations : Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- x) Notice of Cancellation : The Insurance Company will provide to the Contracting Authority 30 days written notice of policy cancellation.



- xi) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Signature

Date

K) COVID-19 VACCINATION REQUIREMENT

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to



comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.



Attachment #1 to Appendix D for the Mandatory Criteria.

PROPOSED RESOURCES / QUALIFICATIONS

The Bidder must provide the following at the time of bid submission:

- a) Names of each Journeyman / Apprentice Electrician who will be available to provide services under the resulting Standing Offer
- b) A **copy of an Alberta-Certified Journeyman Certificate or an Interprovincial Standards Red Seal Certificate for each Journeyman Electrician** proposed to provide service under the resulting Standing Offer.



Attachment #2 to Appendix D for the Financial Proposal

Solicitation # 01R11-22-S026 - ELECTRICAL SERVICES, Beaverlodge, AB

AAFC will not accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for labour, as described in Appendix B - Statement of Work, at the AAFC work site shall include all time and travel-related costs to and from the AAFC work site.

Column B (Unit price) must be completed with a dollar value, for all line items, or your Offer may be considered non-compliant.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

1) Pricing for Initial Standing Offer Period

Regular Hours - between 8:00 a.m. and 4:30 p.m. Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	600		
2	Apprentice Electrician	Hour	300		
Total					T1

Outside of Regulars Hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	50		
2	Apprentice Electrician	Hour	20		
Total					T2

MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 25,000.00		T3



Total Cost for Initial Standing Offer Period: $(T1 + T2 + T3) =$ _____

2) Pricing for Option Period One (1)

Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	600		
2	Apprentice Electrician	Hour	300		
Total					T4

Outside of Regulars Hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	50		
2	Apprentice Electrician	Hour	20		
Total					T5

MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 25,000.00		T6

Total Cost for Option Period One (1): $(T4 + T5 + T6) =$ _____

3) Pricing for Option Period Two (2)

Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	600		
2	Apprentice Electrician	Hour	300		
Total					T7



Outside of Regulars Hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	50		
2	Apprentice Electrician	Hour	20		
Total					T8

MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 25,000.00		T9

Total Cost for Option Period Two (2): (T7 + T8 + T9) = _____

4) Pricing for Option Period Three (3)

Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	600		
2	Apprentice Electrician	Hour	300		
Total					T10

Outside of Regulars Hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, including weekends and statutory holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Electrician	Hour	50		
2	Apprentice Electrician	Hour	20		
Total					T11



MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 25,000.00		T12

Total Cost for Option Period Three (3): (T10 + T11 + T12) = _____

Total Cost for Initial Standing Offer Period _____

Total Cost for Option Period One (1) + _____

Total Cost for Option Period Two (2) + _____

Total Cost for Option Period Three (3) + _____

TOTAL COST for all periods = _____

Supplier to indicate:

Vendor / Company Name: _____

Signature : _____

Date: _____