

**Request for Proposal (RFP): 01B68-21-0067**

**FOR THE PROVISION OF**

**Moving, Relocation and Warehouse Services**

**FOR**

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

Contracting Authority:

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

Agriculture and Agri-Food Canada (AAFC) Tenant Services require the provision of moving and relocation services in support of client requirements as well as the warehousing services for the temporary storage of office equipment, supplies and furniture, both on an “as and when requested” basis, within the National Capital Region (NCR).

### **2.0 SECURITY REQUIREMENTS**

**There is a security requirement associated with the work identified in this RFP.**

The bidder must identify a minimum of 5 resources who are available to perform work under a resulting contract, and these 5 resources must have a valid security clearance at the **Reliability level**.

### **3.0 INTERPRETATION**

- In the Request for proposal “RFP”,
- 3.1 “Canada”, “Crown”, “Her Majesty”, “the Government” or “Agriculture and Agri-Food Canada” or “AAFC” means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
  - 3.2 “Contract” or “Resulting Contract” means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
  - 3.3 “Contracting Authority or authorized representative” means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

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

### **1.0 CONTRACTUAL CAPACITY**

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

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

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

### **3.0 INCURRING COST**

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

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

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **ten (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.

- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

## **5.0 RIGHTS OF CANADA**

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

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

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less

than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);

2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

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

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

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

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



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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](#).

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

**1.0 APPLICABLE LAWS**

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

**2.0 SUBMISSION OF PROPOSAL**

- 2.1 Due to the nature of this RFP electronic transmission of proposals by such means as electronic mail to the Department of Agriculture and Agri-Food will be accepted.
- 2.2 The proposal **MUST BE EMAILED** to and received by the Contracting Authority named on the cover page of the RFP no later than **May 10, 2022 at 12:00 PM EDT**.
- 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 Proposals submitted in response to this RFP will not be returned.

**3.0 PROPOSAL PREPARATION INSTRUCTIONS**

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

Section 1	Technical Proposal (with no reference to price)	1 electronic copy
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Section 2	Financial Proposal	1 electronic copy
Section 3	Certifications	1 electronic copy

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

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

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

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

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

In the Financial Proposal, the Bidder shall provide 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 Appendix D, Evaluations Procedures and Criteria.

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

**6.0 CERTIFICATION REQUIREMENTS**

In order to be awarded a contract, the certifications attached **in Appendix “E”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant

to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

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

## **7.0 EVALUATION PROCEDURES**

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

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

Upon a Contract being awarded pursuant to RFP #01B68-21-0067, the following Terms and Conditions shall form part of the Resulting Contract:

#### **1.0 GENERAL CONDITIONS**

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

#### **2.0 REQUIREMENT**

- 2.1 The contractor will provide the services identified in Appendix B, Statement of Work **on an as and when required basis**.
- 2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

#### **3.0 SECURITY REQUIREMENT**

**There is a security requirement associated with the work.**

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

As a security precaution, it is required that all employees engaged in work or business for the Contract is readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.

#### **4.0 CONTRACT PERIOD**

- 4.1 The Contract shall be from the date of contract award to March 31, 2023.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to 2 additional one-year periods under the same terms and conditions.
- 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
- 4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.
- 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

#### **5.0 CONTRACTING AUTHORITY**

- 5.1 The Contracting Authority is:
- Name: Rhonda DiMarco  
Title: Senior Contracting Specialist  
Professional Services Contracting Unit,  
Agriculture and Agri-Food Canada  
1341 Baseline Road, T5-2, Room 334,  
Ottawa, ON K1A 0C5  
E-mail: rhonda.dimarco@agr.gc.ca
- 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

## **6.0 PROJECT AUTHORITY**

6.1 The Project Authority for the Contract is:

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

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

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

## **7.0 CONTRACTOR REPRESENTATIVE**

7.1 The Contractor Representative for the Contract is:

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

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

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

7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## **8.0 PRIORITY OF DOCUMENTS**

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B68-21-0067;
7. Contractor's Proposal to this RFP.

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

In this section of the RFP,

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

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

## **10.0 REPLACEMENT OF PERSONNEL**



- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2. Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria.**
- 10.3. The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4. Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5. The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced.
- 10.6. The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01B68-21-0067.
- 10.7. In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

## **11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

11.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:

- (a) AAFC's premises;
- (b) Documentation;
- (c) Personnel for consultation;
- (d) Office space, telephones, desk space, manuals and terminals.

11.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.

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

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

## **13.0 BASIS OF PAYMENT**

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

### **13.2 Limitation of Expenditure:**

Canada's total liability to the Contractor under the Contract must not exceed **\$305,000.00**. Customs duties are included and the Applicable Taxes are extra. This would consist of a maximum of \$220,000.00 annually for moving and relocation services and \$85,000.00 annually for storage requirements.

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

13.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required.

Provision of such information by the Contractor does not increase Canada's liability.

#### **14.0 DIRECT DEPOSIT**

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

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

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

#### **15.0 METHOD OF PAYMENT**

- 15.1 Payment will be made on submission of a detailed invoice for services rendered and to the satisfaction of the Project Authority or authorized representative. Send all invoices to the project authority for review and approval.

**Payment for these services will be provided no more than bi-weekly for actual hours of services rendered, plus any other expenses incurred,** in accordance with the terms herein this agreement and acceptance by the Departmental Representative:

The Contractor's work will be determined to be acceptable by the Project Authorities provided the following criteria are met:

- The deliverables, as detailed above, are completed;
- the project follows and is completed according to the timeframe outlined in the "Deliverables and Schedule" section as described in Appendix B, Statement of Work.

#### **16.0 INVOICING INSTRUCTIONS**

- 16.1 Payment will only be made pursuant to the general conditions specified in Appendix A of this RFP and upon submission of a satisfactory invoice duly

supported by specified release documents and other documents called for under the Contract.

- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a) the date;
  - b) the invoice number;
  - c) name and address of the contractor;
  - d) name and address of Agriculture and Agri-Food Canada;
  - e) item/reference number, deliverable and/or description of work;
  - f) contract number;
  - g) period in which services were rendered;
  - h) the amount invoiced (exclusive of the appropriate taxes) with the amount of the appropriate taxes shown separately.
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

## **17.0 MANDATORY CERTIFICATIONS**

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

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

- 18.1 **(CANADIAN CONTRACTOR)**  
The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The

Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**18.2 (FOREIGN CONTRACTOR)**

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

**19.0 INSURANCE REQUIREMENTS**

19.1 Contractor **IS** required to provide content insurance on all vehicles when transporting Goods on behalf of AAFC.

## **APPENDIX A**

### **GENERAL CONDITIONS**

#### **GC1. INTERPRETATION**

1.1 In the contract,

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

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

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

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

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

#### **GC2. Powers of Canada**

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

#### **GC3. General Conditions**

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

#### **GC4. Conduct of the Work**

4.1 The Contractor represents and warrants that:

(a) It is competent to perform the Work;

- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
  - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
  - (a) Carry out the Work in a diligent and efficient manner;
  - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
  - (c) Ensure that the Work:
    - (1) is of proper quality, material and workmanship;
    - (2) Is in full conformity with the Statement of Work; and
    - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

**GC5. Inspection and Acceptance**

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

**GC6. Amendments and Waivers**

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

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

**GC7. Time of the Essence**

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

**GC8. Excusable delay**

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



- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
  - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

**GC9. Termination of Convenience**

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

any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

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

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
  - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or
  - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

**GC11. Suspension of Work**

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

**GC12. Extension of Contract**

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where

required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.

12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.

12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

## **TERMS OF PAYMENT**

### **GC13. Method of Payment**

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

### **GC14. Basis of Payment**

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

### **GC15. Interest on Overdue Accounts**

15.1 For the purposes of this clause:

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

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

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make

copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

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

### **GC17. Invoice Submission**

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

### **GC18. Right of Set off**

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

**GC19. Assignment**

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

**GC20. Subcontracting**

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

**GC21. Indemnification**

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

**GC22. Confidentiality**

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

**GC23. Indemnification - Copyright**

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

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

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

**GC25. Ownership of Copyright**

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

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

or

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

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

**GC26. Taxes**

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 26.6 Tax Withholding of 15 Percent
- Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **GC27. International Sanctions**

- 27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- Details on existing sanctions can be found at:  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
- 27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

#### **GC28. T1204 Government Service Contract Payment**

- 28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services



Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

**GC29. Successors and Assigns**

The Contract shall ensure 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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**

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**

**1.0 REQUIREMENT**

Agriculture and Agri-Food Canada (AAFC) Tenant Services require the provision of moving and relocation services in support of client requirements as well as the warehousing services for the temporary warehousing of office equipment, supplies and furniture, both on an "as and when requested" basis, within the National Capital Region (NCR).

**2.0 SCOPE OF WORK**

**Relocation Services:**

The Contractor agrees to provide relocation services including, but will not be limited to, the moving of full office suites, office furniture, computers, workstation systems, office equipment, filing cabinets, computer hardware, boardrooms, full kitchens, other workplace items such as fridges, microwaves, fax machines, files, records; as well as packing, crating, disassembling, loading, transporting, unloading, unpacking, uncrating, assembling and cleanup at the end of each move.

Agriculture & Agri-Food Canada (AAFC) requires the services of a Contractor for relocation of office equipment and furniture on an "**as and when requested basis**" within the NCR.

**The services required may include, but are not limited to:**

- Basic move functions, such as moving of office contents and /or installing furniture and equipment;
- Reconfiguration of furniture systems;
- Room or ground set-ups for large event and meeting requirements;
- Additional resources as required depending on the event.
- Offsite warehousing for pallets of Accommodations furniture.

The Contractor must provide all appropriate managerial, administrative, direct labour personnel, materials, equipment and transportation that are necessary to accomplish all required services properly.

The Contractor must be equipped to send and receive electronic mail (e-mail).

The Contractor must use all necessary blanket wrapping, padding, paper, wrapping, boxes, crates, or other appropriate packing materials to prevent breakage, damages of all office furniture and equipment.

For relocation of flat screens, laptops and tablets, the Contractor must use blanket wrapping and shrinkwrapping, and additional protection as necessary.

Unless specified otherwise by the Contractor, all file cabinets must be emptied before being moved from one building to another building, or within a building.

During and after each move the Contractor must be responsible to account for all moving equipment and materials (i.e. plastic bins, moving blanket, dollies, computer cart, etc.). AAFC will not compensate for any lost or misplaced moving equipment and materials.

The Contractor is responsible to assume any permits and/or parking related fees associated with loading/unloading, pickup and deliveries.

The Contractor must make pre-arrangements with the property manager/building team before each loading/unloading, pickup and delivery (i.e. confirm time and location of the deliveries and with what kind/number/size of trucks) and where to park.

The Contractor may be expected to deliver from the warehouse to Identified User(s) work sites small amounts of goods within two (2) hours' notice and within twenty-four (24) hours for larger orders. The same time frames apply for components being returned to the warehouse for storage.

The Identified User(s) representative will be granted access to warehouse facilities, at all times.

At the time of a requested move, the Contractor is to be familiar with all the locations in which the Work is likely to occur, and with various freight handling systems as well in order to assess the docking, loading and unloading facilities.

The Contractor must provide transportation to and from the work sites, for the Contractors' personnel, their tools, equipment; and also for all related materials and supplies required for the performance of the Work, under any resulting contract at no additional cost for transportation to the Identified User(s) site.

Locations:

Services will be required at the following facilities:

The National Headquarters Canadian Agriculture Portfolio (NHCAP) located at 1341 Baseline Road, Ottawa Ontario K1A 0C5. The complex includes seven (7) buildings. Various buildings on the Central Experimental Farm (CEF), 960 Carling Avenue, Ottawa Ontario K1A 0C6

1400 Merivale Road, Ottawa Ontario K1A 0Y9  
59 Camelot Drive, Ottawa Ontario K1A 0Y9  
49 Camelot Drive, Ottawa Ontario K1A 0Y9  
159 Cleopatra Drive, Ottawa Ontario K1A 0Y9  
3851 Fallowfield Road, Nepean Ontario K2H 8P9  
1130 Morrison Drive Ottawa Ontario K2C 3X7

To pick up and deliver from other locations as requested and required within the National Capital Region.

Staff/Personnel:

The Contractor must, at all times throughout the validity of the contract, be able to provide services of the following categories of resources:

- Project Leader (AAFC's single point of contact)
- Installer
- Driver who can also perform moving tasks
- Movers / Packers

The Contractor shall be responsible for ensuring that all Contractor employees performing any work under the Contract are suitable for the type of work performed. Labour employed to perform services under this Contract shall be experienced and competent in the performance of the specific tasks to which they are assigned.

The Contractor must ensure that drivers are licensed to operate the required vehicles and equipment and all vehicles have valid content insurance.

The Departmental Representative/Project Authority reserves the right to reject any employees that are determined to be unsuitable to perform the required services.

Personnel assigned to work requirements must be competent to perform the services required. Required experiences/skills include, but are not limited to: office relocations; office and file room packing, relocation, and unpacking; records packing, relocation and unpacking; mobile and fixed shelving systems disassembly, relocation, and re-assembly. Personnel **must** have experience and be qualified to use the systems furniture Herman Miller, Haworth and Steel Case including, powered screens or integrated workstations. Personnel assigned to perform services must be able to read and understand floor plans, screen and furniture layouts.

The Contractor's staff/personnel must wear protective footwear and clothing, and must use appropriate protective equipment, materials and devices as required, in accordance with the Canada Occupational Safety and Health Regulations. The Contractor must also act in accordance with any regulations set forth by the building owners and/or property managers.

As a security precaution, it is required that all employees engaged in work or business for the Contractor is readily identifiable. All staff provided by the Contractor shall be uniformed appropriately for the nature and location of the Work. They shall display the Contractor's name or logo on the outer garment for identification purposes. At any time while on the work site, the Contractor's staff/personnel could be asked to identify themselves.

#### **Warehousing Services:**

- Provide a minimum of 10,000 Cubic feet of warehouse space, in the National Capital Region, for storage of various screens, workstation systems, furniture and office equipment on an "as needed" basis.
- Create, provide and maintain a computerized inventory of all material, equipment and furniture stored.
- Identify the total amount of cubic feet of actual materiel warehoused.
- Provide all warehouse handling, including loading and unloading from trucks at warehouse dock.
- Provide lifting equipment, skids, commercial racking, wrapping material, etc. for the proper storage of goods.
- At the time of each defined move requested by the Identified User(s), prepare a furniture and effects list and identify on this list any items found to be in damaged condition prior to the move.



- Any damage is to be verified by the Identified User's Project Authority, prior to the item being moved.
- In the event of any damage or loss attributed to the Contractor during a move and warehousing operation, the Contractor will repair or replace Identified User(s) furnishings, real property and/or equipment (including floor and wall finishes), within two (2) weeks notification of such damage and loss.
- Provide inventory reports within twenty-four (24) hours when requested by the Identified User(s).

## **2.1 Code of Conduct**

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. The Contractor's employees who perform services under this contract shall always be in uniform identifying them as employees. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and their employer.

Neglect of duties is not acceptable. This includes unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or to cooperate in upholding the integrity of the work site security. Contractor employees shall be on site only for performance of contractual duties and not for other business or personal purposes.

Disorderly conduct, use of abusive or offensive language shall not be permitted. Additionally, Contractor employees shall not participate in disruptive activities, which interfere with normal and efficient Client operations.

The Department Representative reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the code of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost.

## **2.2 Contractor Supplied Equipment, Materials and Supplies**

### **2.2.1 Items Required on Site:**

The Contractor must have the following items on site at all times, at no additional cost to AAFC:

- 1 pallet lifter

- computer carts
- 4 screen carts
- dollies
- Cell phone

These items will be stored by Agriculture and Agri-Food Canada (AAFC) on site.

### **2.2.2 Items Required on an As and When Required Basis:**

The Contractor will be required to have the following vehicles equipment available on an as and when required basis:

- ton truck
- cube van
- forklift truck and
- roller jacks for safes

The Contractor shall provide, as required, lifting equipment, skids, commercial racking, wrapping material, etc. (for the proper storage of goods), tools, screen carts, computer carts, open bins carts, dollies, (approximately 30" X 24"), and the items identified below as required **at no additional cost to AAFC**.

- 50 corner protectors;
- 50 floor protection sheets (i.e. aspenite or equivalent);
- Blankets/furniture pads;
- Elevator pads.

The Contractor may be asked to provide additional items, as identified in Appendix C. These items must be approved by the Project Authority for use and will be reimbursed in accordance with the pricing in Appendix C. AAFC is under no obligation to purchase these additional items under this contracting vehicle.

The Contractor shall wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage with padding or other appropriate materials that will prevent damage to the items. When packing a registry, file room or records, sequential packing methods will be used. All packed containers must be full, closed, securely sealed and labelled.

The Contractor must ensure that all vehicles are clean and in good working order, and must be able to provide back-up vehicles in case of a breakdown, at no additional cost to the client.

**Packing Materials and Supplies:**

The Contractor will have available for purchase cardboard boxes (2.2 cubic feet capacity, including labels and tape) and rental of plastic bins with lids, labels and security ties. The minimum dimensions of plastic bins are 25" x 16" x 12" / 2.7 cubic feet.

**Equipment, Resources, Tool Kits:**

The Contractor is required to provide all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to the Identified User(s).

Example of what could be required:

- 4 wheel padded dollies;
- screen carts;
- electronic/computer carts;
- floor protection sheets (i.e. aspenite or equivalent);
- corner protectors;
- shrink wrap;
- dollies;
- blankets/furniture pads
- Cell phone and e-mail address

The Contractor may be required to have a forklift truck and roller jacks available for specific moves, when required by the Identified User.

Additional tools may be required, depending on the requirement. AAFC will not be responsible for any loss or damage to the Contractor's equipment and/or tools left on site.

**Vehicles:**

The Contractor is required to provide up to two (2) cube vans, two (2) 5 ton trucks, closed-in box type; (at least one (1) of the trucks is required to have hydraulic tail gate) with sufficient clean furniture pads in each truck and a wallboard, as required.

The Contractor is required to have access to one (1) tractor trailer.

The Contractor is required to be able to provide additional vehicles, upon request, including smaller delivery type vehicles or specific

purpose vehicles to move heavy or awkward loads, with hydraulic tail gates, on an as-needed basis.

The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost to the identified user(s).

The Contractor is required to ensure that all vehicles are clean and in good working order.

**Resources/Level of Effort:**

Services will be requested on an **as and when required basis** throughout the validity of the contract without exceeding the contract amount.

The Contractor will ensure that there are two (2) installers available to AAFC for 37.5 hours/week and 1 installer during core working hours (8:00 – 16:00 Monday to Friday) to provide moving services.

There will be **no minimum work guarantee** as a provision of this contract. Additional hours and resources may be requested at the discretion of the Project Authority.

The (2) primary resources must provide all moving services for AAFC.

The Contractor will ensure that a minimum of up to five (5) resources (installers/drivers/movers/packers) are available to AAFC upon short notice to provide moving services to meet requirements as requested by the Project Authority.

Further additional Contractor resources (i.e. installers/drivers/movers/packers) may be required as requested by the Project Authority.

All additional resources must meet the requirements as per the Statement of Work herein Appendix B and work will be reimbursed in accordance to Basis of Payment, Appendix C.

In addition, the Contractor's resources must all have a valid Reliability security clearance.

There is no minimum work guarantee throughout the validity of the contract for any of the primary or additional resources.

The number of resources required will be dependent on the volume of work specific to each relocation/move request for AAFC.

**Hours of Work:**

The work will usually be carried out during work hours from 08:00 to 16:00, Monday to Friday but there may also be requirements for work on weekends and evenings.

**The Contractor must be able to respond to a request for service within 24 hours.**

All services must be provided strictly in accordance with the hours of work and timeframes specified for a given work requirement. The work schedule may be subject to change, in the event of unforeseen circumstances and as authorized by the client.

**Access to AAFC Facilities/Parking:**

AAFC will not provide facilities / accommodations to the Contractor or the employees of the company.

The Contractor shall be responsible for obtaining parking permits as required. The Contractor will be liable for any fines or other costs that result from a contravention of parking restrictions. It is the responsibility of the contractor to contact the appropriate organizations who manage parking at the facilities, to enquire about, and then advise the staff of the company, of parking requirements and restrictions. The parking regulations apply to both employee and company vehicles.

The Contractor shall adhere to all emergency, safety, and security regulations in the buildings, and those determined by building owners and property managers.

**3.0 CONTRACT MANAGEMENT**

**3.1** The Contractor will work closely with the Project Authority throughout the duration of the contract.

**3.2 Allocation of Work:**

Upon identification of a work requirement, the Project Authority will contact the identified Project Leader.

Only work authorized by the Project Authority or departmental representative may be performed and will be paid for by AAFC.

#### **4.0 LANGUAGE REQUIREMENT**

The Contractor must be able to provide service in one of the official languages (reading, writing and oral) in English and/or French at all times throughout the duration of the contract. The Contractor's resources must be fluent in English and/or French.

#### **5.0 SITE REGULATIONS**

The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.

During and on completion of each of move, the Contractor must collect and remove all rubbish, crates, boxes, wrapping, plastics and all materials associated with the move away from the premises. The Contractor is responsible to keep the area safe and clean at all times.

The Contractor must adhere to all emergency, fire safety, and security regulations in the buildings as well as wearing proper equipment for the work.

The Contractor must not block any fire exit corridor, exit door, elevator, lobby, or hallway with any materials.

While performing services, The Contractor employees must not engage in the following activities, including but not limited to:

- Smoke in the clients facilities;
- Damage Crown property of any type;
- Arrive at the work site under the influence of illegal drugs or alcohol;
- Consume alcoholic beverage on the job;
- Use unprofessional manners and/or offensive languages of any type;
- Use unassigned washrooms without permission;
- Use government telephones without prior approval of client
- Engage in prolonged discussions or arguments regarding the job;
- Perform any work not specified in the Contract without approval of client;
- Request or accept any articles or currency as a gratuity for the work performed under the Contract.

Registration – Authorities – Licenses:

The Contractor must ensure that all vehicles used to fulfill the terms of the contract will be properly registered and carry all authorities and licenses required by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licenses must be provided upon request.

The Contractor is required to provide content insurance on all vehicles used to transport goods for AAFC.

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

**1.0 General**

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

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

The Crown shall not accept any travel and living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting contract.

**2.0 Pricing Basis**

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

- Payment will be for hours actually worked with no provision for annual leave, statutory holidays and sick leave, breaks etc.
- All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.
- AAFC reserves the right to withhold payment for work if damage has been done to departmental property until the contractor has repaired or replaced the damage property. AAFC may terminate the Contract if the contractor fails to repair or replace damaged property to the satisfaction of the project authority.

**Payment Fee Schedule:**

<b>Table of Rates</b>	
	<b>RATES:</b>
<b>Rate for Resources:- Installer, Driver (who also performs moving tasks), Mover and Packer</b>	<b>(Hourly rate per Resource)</b>



<b>Five Ton Truck</b>	<b>(Hourly rate)</b>
<b>Cube Van</b>	<b>(Hourly rate)</b>
<b>Warehouse Storage</b>	<b>(Rate per cubic foot (calculated monthly))</b>

**The hourly rate includes:** overhead, profit, fringe benefit, administration, secretarial services, gas, mileage, insurance and all other disbursements related to the category. The hourly rates will not change if Canada exercises any of the option periods.

**The hourly rates will apply throughout the duration of the option periods if exercised.** The prices for the vehicles **may** be subject to upward adjustment after each year of the contract to allow for increases in fuel costs that are a direct result of increased prices imposed by the petroleum producer. Requests must be made in writing by the contractor to the Contracting Authority no less than (30) days prior to the end of the contract period. AAFC shall at its sole discretion determine if the proposed increase will be permitted through a contract amendment.

**Definition of an Hour/Proration:**

Mover Services - An hour is defined as 60 minutes exclusive of meal breaks. Payment will be for hours actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Hours worked", in the formula below) which is less than an hour will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Hours Worked} = \text{Minutes Worked} / 60 \text{ minutes per hour}$$

Warehouse Services – Costs are to be calculated monthly based on the cubic foot of warehouse space required on an “as-needed” basis. Cost is identified as:

Total cu footage of warehouse space needed as at month end X rate per cu footage  
 Total space is calculated on space required at month-end.

**Travel and Living Expenses**

No travel will be reimbursed under this contract.

**Other Direct Expenses:**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses must have prior approval of the project authority and will be paid in accordance with the following:

***Payment Fee Schedule***

<b>Item</b>	<b>Pricing</b>
Rental of Plastic Crates, 18inch (H) X 18inch (W) X 21inch (L) (price per crate)	
Purchase of Boxes, 2 cubic feet (price per box)	
Library boxes, 11inch (H) X 16inch (W) X 36inch (L) (price per box)	
Records Labels, roll of 100 (price per roll)	
Shrink Wrap – 18 inches (W) X 1500 feet (L) 60 gauge (price per roll)	
Moving Labels, roll of 100 (price per roll)	
Bubble Wrap, 48 inch (W) X 750 feet (L), (price per roll)	
Tie Wraps, 11 inches, (price per pack of 100)	
Packing tape (price identified per roll and size)	

**Limitation of Expenditure:**

The annual budget available for these services is \$305,000.00 plus applicable taxes (which includes \$220,000.00 for moving services and \$85,000.00 for storage) however there is no minimum work guarantee. The total requirement is not to exceed \$305,000.00 plus applicable taxes per year including the contract period and 2 one-year option periods.

**APPENDIX “D”**  
**EVALUATION PROCEDURES & CRITERIA**

**TECHNICAL PROPOSAL**

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

**1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE**

1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).

1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.

1.3 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

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

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

Formula:

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

**Example:**

<b>Highest Combined Rating Technical Merit (60%) and Price (40%)</b>			
<b>Calculation</b>	<b>Technical Points</b>	<b>Price Points</b>	<b>Total Points</b>
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 60}{100} = 52.8$	$\frac{*50 \times 40}{60} = 33.3$	= 86.10
Proposal 2 - Tech = 86/100 - Price - \$55,000	$\frac{86 \times 60}{100} = 51.6$	$\frac{*50 \times 40}{55} = 36.36$	= 87.96
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 60}{100} = 45.6$	$\frac{*50 \times 40}{50} = 40$	= 85.60
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.96			

1.4 **To be considered Responsive, a Proposal Must:**

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the total minimum number of points identified in rated criteria **(minimum of 136.5 points)**.

1.5 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

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

1.7 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.

- 1.8 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.9 In the event two or more responsive proposals receive the same combined score, the proposal with the (highest technical score) will be ranked higher.
- 1.10 Specific Bidder Instructions:
  1. Cutting and pasting wording from the RFP into the project description template does not constitute demonstrating the requirement. This must be demonstrated by specific examples of work performed by the Bidder.
  2. AAFC reserves the right to verify any information provided by the Bidder in response to the mandatory and point-rated requirements. This will be done by contacting the reference contact, using the contact information provided by the Bidder, and providing the reference with a copy of the information submitted by the Bidder (applicable to that specific client only) for independent verification. If verification is required for a project for which AAFC does not have the contact information, the Bidder will be requested to provide this information.
  3. The same project/engagement/example can be referenced and evaluated against multiple criteria providing the project description and the reference confirms qualification against each element required within each referenced criterion.
  4. Where applicable, a maximum number of projects to be submitted are identified. If more than the maximum number of projects is submitted, projects will be evaluated in the order in which they appear.
  5. **Bidders must not submit projects for work done for AAFC. Any reference projects where AAFC is the client organization will not be given any consideration.**

## **2.0 MANDATORY REQUIREMENTS**

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

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

## Mandatory Criteria

Criteria	Mandatory Evaluation Criteria	Cross Reference to Proposal
<b>M1</b>	<p>The bidder must demonstrate that it has completed <b>3 relocation projects</b> within the <b>last 5 years</b>. Each project must have involved the relocation of <b>at least 60 people</b>, including workstations, office suites and computer equipment. <b>One project must have involved Herman Miller systems furniture, and one project must have involved Haworth systems furniture.</b></p> <p><b>The projects should each be presented using the template provided in <u>Table #1</u> below.</b></p> <p><b>Note: Bidders must not submit projects for work done for AAFC. Any reference projects where AAFC is the client organization will not be given any consideration.</b></p>	
<b>M2</b>	<p>The bidder must demonstrate that it has completed <b>2 projects</b> within the <b>last 5 years</b> each involving packing, moving, unpacking and relocation of storage shelving systems for <b>either records, and / or library storage.</b></p> <p><b>The projects should each be presented using the template provided in <u>Table #2</u> below.</b></p> <p><b>Note: Bidders must not submit projects for work done for AAFC. Any reference projects where AAFC is the client organization will not be given any consideration.</b></p>	

Criteria	Mandatory Evaluation Criteria	Cross Reference to Proposal
<b>M3</b>	The bidder must identify a <b><u>Project Leader</u></b> who will act as AAFC's primary point of contact.	
<b>M4</b>	<p>The bidder must identify a <b><u>minimum of 5 resources</u></b> who are available to perform work under a resulting contract, and these 5 resources must have a <b><u>valid security clearance at the RELIABILITY level</u></b>. The Bidder's individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 3 Article 3.0. <b>The Bidder is requested to <u>provide the following information</u> for each resource for AAFC to validate the clearance:</b></p> <ul style="list-style-type: none"> <li>• <b>Full Name as it appears on the clearance</b></li> <li>• <b>Security level and Number</b></li> </ul>	
<b>M5</b>	The bidder must have a minimum of 10,000 Cubic feet of warehousing space available for the temporary storage of office equipment, supplies and furniture.	



## 2.0 POINT RATED REQUIREMENTS

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

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

### Point Rated Criteria

Criteria	RATED REQUIREMENTS	Scoring Grid	Max Points	Cross Reference to Proposal
R.1	Experience of the Firm			

<p><b>A</b></p>	<p>The bidder demonstrates that it has <b>completed 5 projects within the last 5 years</b> involving the relocation of <b>at least 60 people</b>, including workstations, office suites and computer equipment.</p> <p>The examples submitted in <b>M1</b> will be used to conduct this evaluation.</p> <p>Maximum 20 points per project.</p> <p><b>Points will be awarded based on:</b></p> <ul style="list-style-type: none"> <li>• Number of Office Suites relocated (up to 5 pts)</li> <li>• The relevancy of systems furniture (up to 5 pts)</li> <li>• Diversity of items / assets moved (up to 10 pts)</li> </ul>	<p><b>Number of Office Suites relocated</b></p> <ul style="list-style-type: none"> <li>• 1 pt per office suite up to 5</li> </ul> <p><b>The relevancy of systems furniture</b></p> <ul style="list-style-type: none"> <li>• 5 pts for a project with Hayworth or Herman Miller</li> <li>• 2.5 pts for a project with another relevant system</li> </ul> <p><b>Diversity of items / assets moved</b></p> <ul style="list-style-type: none"> <li>• Computer equipment (2 pts)</li> <li>• Whiteboards (1 pt)</li> <li>• Filing Cabinets (2 pts)</li> <li>• Boxes (1 pt)</li> <li>• Shelving (2 pts)</li> <li>• Picture Frames / Artwork (1 pt)</li> <li>• Chairs (1 pt)</li> </ul>	<p><b>100</b></p>	
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<p><b>B</b></p>	<p>The bidder demonstrates that it has completed <b>2 projects within the last 5 years</b> involving packing, moving, unpacking and relocation of storage shelving systems for <b>either records, and / or library storage</b>.</p> <p>The examples submitted in <b>M2</b> will be used to conduct this evaluation.</p> <p>Maximum 10 points per project.</p> <p><b>Points will be awarded based on:</b></p> <ul style="list-style-type: none"> <li>• Number Records / Books relocated (up to 3 pts)</li> <li>• Packing method (2 pts)</li> <li>• Installation of shelving / library (5 pts)</li> </ul>	<p><b>Number Records / Books relocated</b></p> <ul style="list-style-type: none"> <li>• up to 500 linear feet – 1 pt</li> <li>• 501-1000 linear feet – 2 pts</li> <li>• more than 1001 linear feet - 3 pts</li> </ul> <p><b>Packing method</b></p> <ul style="list-style-type: none"> <li>• sequentially packed – 2 pts</li> <li>• non-sequential packing – 0 pts</li> </ul> <p><b>Installation of shelving / library</b></p> <ul style="list-style-type: none"> <li>• Yes – 5 points</li> </ul>	<p><b>20</b></p>	
<p><b>C</b></p>	<p>The bidder has experience relocating people and records and achieving client satisfaction.</p> <p>Maximum of 5 points per project for a total of 10 points available for two project references.</p> <p><b>Points will be awarded based on:</b></p> <ul style="list-style-type: none"> <li>• Timeliness: ability to meet deadlines (up to 2.5 pts)</li> </ul>	<p><b>Timeliness: ability to satisfy deadlines</b></p> <ul style="list-style-type: none"> <li>• Met all deadlines – 2.5 pts</li> <li>• Met most - 1 pt</li> <li>• Met none – 0 pts</li> </ul> <p><b>Quality: meeting client's expectations</b></p>	<p><b>10</b></p>	

	<ul style="list-style-type: none"> <li>Quality: meeting client's expectations (up to 2.5 pts)</li> </ul> <p><b>AAFC will contact one reference (determined by the assessment team) from each of M1 and M2 to conduct the evaluation.</b></p>	<ul style="list-style-type: none"> <li>Met expectation – 2.5 pts</li> <li>Met most expectation – 1 pt</li> <li>Did not meet expectations – 0 pts</li> </ul>		
<b>R.2</b>	<b>Approach and Methodology</b>	<b>Scoring Grid</b>		
<b>A</b>	The bidder demonstrates a process for handling urgent requirements. (Up to 5 points).	<b>Points will be awarded using the scale below.</b>		<b>5</b>
<b>B</b>	<p>The bidder <b>demonstrates methods employed</b> to protect all floors and surfaces, and to <b>provide a clean and safe work area</b> throughout a move.</p> <p>The bidder should describe procedure and or equipment used to maintain a clean and safe work area in providing moving services (Up to 5 points).</p>	<p><b>Points will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>Methods are applicable to maintain safe/clean work area; fully and clearly described with clear context and viable solution - 5 pts</li> <li>Methods are applicable to maintain safe/clean work area; well described with somewhat clear context and viable solution;</li> </ul>		<b>5</b>

		<p>– 3.5 pts</p> <ul style="list-style-type: none"> <li>• Methods are applicable to maintain safe/clean work area; partially described; is lacking in detail and/or clarity – 2.5 pts</li> <li>• Method is not applicable to maintain safe/clean work area and is not relevant - 0 pts</li> </ul>		
<b>C</b>	<p>The bidder provides a scenario which demonstrates flexibility to adjust the start date of the relocation project schedule to meet changes in the project schedule due to delays. The scenario demonstrates the bidders’ ability to adapt to changes in requirements to individual moves “at the last minute”.</p>	<p><b>Points will be awarded using the scale below.</b></p>	<b>5</b>	
<b>D</b>	<p>The bidder should identify <b>three (3) potential problems / constraints</b> that could arise throughout the duration of the contract, and <b>proposes effective solutions</b>.</p> <p>Each problem/constraint will be evaluated out of 5 points (Up to 5 points for each for total of 15 points).</p>	<p><b>Points will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>• Problem is unique to the delivery of moving services; fully described with clear context and viable solution fully identified - 5 pts</li> </ul>	<b>15</b>	

		<ul style="list-style-type: none"> <li>• Problem is unique to the delivery of moving services; well described with somewhat clear context and viable solution identified; – 3.5 pts</li> <li>• Problem is unique to the delivery of moving services; partially described; is lacking in detail and/or clarity – 2.5 pts</li> <li>• Problem is not unique to the delivery of moving services; and is not relevant - 0 pts</li> </ul>		
<b>E</b>	The bidder demonstrates a quality assurance plan describing steps to ensure that AAFC will receive quality service. The bidder indicates how to ensure and control quality of service from resources. (Up to 5 points).	<b>Points will be awarded using the scale below.</b>	<b>5</b>	
<b>F</b>	The bidder demonstrates a process to receive, handle and resolve complaints should they arise. (Up to 5 points).	<b>Points will be awarded using the scale below.</b>	<b>5</b>	

R.3	Available Resources			
<b>A</b>	<p>Using the template provided in <b>Table # 3</b> of this attachment, the bidder provides a list of <b>Security Cleared (at the Reliability Level)</b> employees / subcontractors available for work requirements.</p> <p><b>The bidder must identify the roles of proposed resources.</b></p> <p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>• Quantity of employees available (up to 5 pts)</li> <li>• Diversity of team (up to 5 pts)</li> </ul>	<p><b>Quantity of Reliability cleared employees available</b></p> <ul style="list-style-type: none"> <li>• Minimum of 5 employees – 2 pts</li> <li>• 6-10 employees – 3 pts</li> <li>• 11+ - 5pts</li> </ul> <p><b>Diversity of team</b></p> <ul style="list-style-type: none"> <li>• Movers (1 pt)</li> <li>• Installers (3 pts)</li> <li>• Drivers (1 pt)</li> </ul>	<b>10</b>	
<b>B</b>	<p>Using the template provided in <b>Table # 4</b> of this attachment, the bidder provides a <b>complete list of vehicles and equipment available</b> for use for a work requirement.</p> <p><b>Points will be allocated based on:</b></p> <ul style="list-style-type: none"> <li>• Quantity of available vehicles (up to 5 pts)</li> <li>• Quantity of available equipment (up to 5 pts)</li> <li>• Diversity of equipment (up to 5 pts)</li> </ul>	<p><b>Quantity of available vehicles</b></p> <ul style="list-style-type: none"> <li>• up to 3 vehicles – 1 pt</li> <li>• 4-6 vehicles – 3 pts</li> <li>• 7+ – 5pts</li> </ul> <p><b>Quantity of available equipment</b></p> <ul style="list-style-type: none"> <li>• up to 3 pieces of different equipment – 1 pt</li> <li>• 4-6 different pieces of</li> </ul>	<b>15</b>	

		equipment – 3 pts • 7+ – 5pts  <b>Diversity of equipment</b> • Dolly – 1pt • Screen Cart – 2 pts • Computer Cart – 1pt • Tools – 1pt		
<b>Minimum Required to Pass</b>			<b>136.5</b>	
<b>TOTAL FOR RATED REQUIREMENTS</b>			<b>195</b>	

Where specified, points will be allocated using the following scale:

Percentage of Points	Rating Description
<b>100%</b>	Outstanding response: the rated area is fully addressed, dealt with in depth, and fully substantiated with relevant, clearly demonstrated detail. Bidder receives 100% of available points for this element.
<b>70%</b>	Satisfactory response: the rated area is satisfactorily addressed with adequate demonstrated detail. Bidder receives 70% of points available.
<b>50%</b>	Unsatisfactory response: demonstration is lacking in detail and/or clarity. Bidder receives 50% of the



	available points.
<b>0</b>	Nil response to the rated area: the information provided is not relevant and does not address the rated criteria. Bidder receives 0% for the available points.

**Table #1 - Replicate and Complete this template for the each project for M1:**

<b>Project Number and Title: _____</b>	
Name of Client Organization	
Client Contact Name and Current Phone Number	
Start and end date (mm/yyyy to mm/yyyy) of the project	
Number of people moved (Minimum of 60 People)	
Number of Office Suites moved	

<p>List of all items / assets moved (check all that apply and indicate the quantity)</p>	<p>Computer equipment _____  Whiteboards _____  Filing Cabinets _____  Boxes _____  Shelving _____  Picture Frames / Artwork _____  Chairs _____</p>
<p>Systems Furniture Used (check as applicable)</p>	<p>Herman Miller _____  Haworth _____  Other (specify) _____</p>
<p>Brief description of the services provided</p>	

**Table #2 - Replicate and complete this template for the each project for M2:**

<b>Project Number and Title: _____</b>	
Name of Client Organization	
Client Contact Name and Current Phone Number	
Start and end date (mm/yyyy to mm/yyyy) of the project	
Number of records / books moved (measured as linear feet)	
Packing Method (check the one that that used)	Sequentially _____ Non Sequentially _____
Installation of shelving / library	Yes _____ No _____

Brief description of the services provided	
--	--

**Table #3 - Complete this template for R3A, and add additional lines as required**

<b>Full Name of Resource</b>	<b>Security Clearance Level</b>	<b>Security Clearance File #</b>	<b>Role (mover / installer / driver)</b>

**Table #4 - Complete this template for R3B, and add additional lines as required**

<b>List of Vehicles</b>	<b>List of Equipment</b>

#### 4.0 FINANCIAL PROPOSAL

4.1 The Bidder is requested to complete the **Financial Proposal Tables** below which will form the Financial Proposal.

4.2 The Financial score for each responsive bid will be evaluated as follows:

**Financial Score – Maximum 40 points**

1. The proposed rates will be weighted using the weights identified for each category – Table #1
2. The weighted rates for each category will be added together to generate a total cost for the bid.
3. The score for each responsive bid will be calculated using the following equation:

$$\text{Financial Score} = \frac{\text{Lowest Price Responsive Bid} \times \text{Ratio (40)}}{\text{Bidder's Price}}$$

## Financial Proposal Tables

**Table #1**

Table of Proposed Rates			
	Rate	Weighting	Weighted Rate
<b>Rate for Resources: Installer, Driver (who also performs moving tasks), Mover and Packer (hourly rate)</b>		<b>50%</b>	
<b>Five Ton Truck (hourly rate)</b>		<b>15%</b>	
<b>Cube Van (hourly rate)</b>		<b>15%</b>	
<b>Plastic Crates, 18inch (H) X 18inch (W) X 21inch (L) (price per crate)</b>		<b>5%</b>	
<b>Warehouse Storage (rate per cubic foot (calculated monthly))</b>		<b>15%</b>	
<b>Total Cost for the Bid</b>			

**Table #2 – Additional Expenses, refer to Appendix B and C. These prices will not be included in the calculation of the Financial Score.**

Item	Pricing
Boxes, 2 cubic feet (price per box)	
Library boxes, 11inch (H) X 16inch (W) X 36inch (L) (price per box)	
Records Labels, roll of 100 (price per roll)	



Shrink Wrap – 18 inches (W) X 1500 feet (L) 60 gauge (price per roll)	
Moving Labels, roll of 100 (price per roll)	
Bubble Wrap, 48 inch (W) X 750 feet (L), (price per roll)	
Tie Wraps, 11 inches, (price per pack of 100)	
Packing tape (price and length per roll)	
Total	

**5.0 DETERMINATION OF SUCCESSFUL BIDDER**

The Bidders will be ranked according to the combined financial and technical score. The compliant Bidder with the highest combined overall score will be considered for contract award. In the case of identical overall scores, the Bidder with the highest technical score will be ranked first.

**APPENDIX "E"**  
**CERTIFICATION REQUIREMENTS**

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

**A) LEGAL ENTITY AND CORPORATE NAME**

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) PRICE/RATE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) VALIDITY OF PROPOSAL**

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**E) AVAILABILITY AND STATUS OF PERSONNEL**

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**Definitions**

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

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

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

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

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

**Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G) JOINT VENTURES**

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

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

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

#### **H) FEDERAL CONTRACTORS PROGRAM**

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

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

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

#### **I) INTEGRITY PROVISIONS**

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained



- in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
    - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
    - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
  4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
    - a. it has read and understands the [Ineligibility and Suspension Policy](#);
    - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
    - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
    - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
    - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
    - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
  5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
  6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the

Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**J) COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM**

The COVID-19 pandemic continues to have an unprecedented impact on the health of Canadians. COVID-19 vaccines are a critical tool that reduce the risk of COVID-19 and protect broader public health.

As a responsible employer, the Government of Canada is committed to protecting the health and safety of its employees. On October 6, 2021, the Government of Canada announced mandatory Covid-19 vaccination across the federal public service.

In alignment with this important measure, all contractor and subcontractor personnel who access federal government workplaces where they may come into contact with public servants will also be required to be fully vaccinated against COVID-19. This requirement will enter in effect on November 15, 2021.

Please note that this is a mandatory requirement and that personnel that are unwilling to be vaccinated will not be permitted to work at federal government workplaces where they may come

into contact with public servants, as of November 15, 2021. Government of Canada contracting authorities will be pursuing means to ensure compliance, up to and including contract terminations with contractors who do not comply with this requirement.

### Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to Contract \_\_\_\_\_ (*contract number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on this Contract who access federal government workplaces where they may come into contact with public servants will be:  
fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; 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 as of November 15, 2021, that have been presented to and approved by Canada;  
until such time that Canada indicates that the vaccination requirements of the Government of Canada's 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 Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. 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 Contract.

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

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

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

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.