

RETURN BIDS TO: Agriculture and Agri-Food Canada	Title: Plumbing Services Brandon Research and Development Centre			
Address: See Part 2 - Bidder Instructions				
Attention: Desta Kissack	Solicitation Number	Date of solicitation:		
Email:	01R11-24-C005	2023-06-09		
	Solicitation Closes:	Time Zone:		
	At: 2:00 p.m.	CDT		
REQUEST FOR PROPOSAL	On: 2023-07-06			
Proposal To: Agriculture and Agri-Food Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.	Address Enquiries to: aafc.wscprocurement-csoapprovis with a cc to desta.kissack@agr.gc Name: Attn: Desta Kissack			
Comments:	Email:			
	Telephone Number: 204-583-8127	FAX Number:		
	Destination of Goods, Services an	d Construction:		
	Brandon Research and Development Centre 2701 Grand Valley Road Brandon, MB			
Vendor/Firm Name and Address:	all prices quoted must include all a GST/HST, excise taxes and are to including all delivery charges to de	. Unless otherwise specified herein pplicable Canadian customs duties, be delivered Delivery Duty Paid estination(s) as indicated. The amoun rmonized Sales Tax is to be shown		
	Delivery required:	Delivery offered:		
	2023-10-01			
	Vendor/Firm Name and Address:	1		
Issuing Office Agriculture and Agri-Food Canada Western Service Centre 4-303 Main Street Winnipeg, MB R3C 3G7				
	Name and title of person authorized to sign on behalf of vendor/firm (type or print)			
	Signature			
	Date			

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Mandatory Technical Criteria, the Electronic Payment Instruments, the Integrity Certification Form, Insurance Requirements, the Task Authorization Form and the Security Requirements Checklist.

1.2 Summary

1.2.1 Agriculture and Agri-Food Canada's Brandon Research and Development Centre at 2701 Grand Valley Road, Brandon MB requires a contractor to provide plumbing services on an **'as and when** *requested'* basis.

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users.

The period of the contract will be for 1 calendar year with the possibility to extend the Contract for 3 additional 1 year periods.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 There is an "optional" site visit associated with this requirement. Consult Part 2 Bidder Instructions.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation and are amended as follows:

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Section 05, Submission of bids:

Subsection 5.2

DELETE: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

INSERT: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Subsection 5.4 DELETE: 60 days INSERT: 120 days

Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service **DELETE:** Subsection 1 and 2 in its entirety. **INSERT:**

08 (2022-03-29) Canada Post Corporation's (CPC) Connect service

- 1. Canada Post Corporation's Connect service
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the <u>Connect service</u> provided by Canada Post Corporation.

The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is: <u>aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca</u>

- b. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or

- ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
- h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.2 Submission of Bids

Bids must be submitted using Canada Post Corporation's (CPC) Connect service to the email address specified below by the date, time and place indicated in the bid solicitation:

aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Section 08 of the 2003 (2022-03-29), Standard Instructions of this solicitation, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Alternate arrangements for bid receipt can by made by contacting the Contracting Authority identified in Section 7.5.1 of the resulting contract clauses.

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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 adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on **Tuesday**, **June 27**, **2023 at 10:00 a.m. CDT (local Brandon time)**.

Location: Brandon Research and Development Centre 2701 Grand Valley Road, Brandon MB

Bidders will meet at the main entrance of the main building (bldg. 93).

Bidders are requested to communicate with the Site Authority no later than 3:00 p.m., Monday, June 26, 2023 to confirm attendance and provide the name(s) of the person(s) who will attend. To confirm your attendance, please contact: Dan Froese, Facility Manager, Phone: (204) 724-7369 or Dan.froese@agr.gc.ca

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that bidders provide their bid in separately named sections as follows:

Section I: Technical Bid (1 pdf attachment) Section II: Financial Bid (1 pdf attachment)

Section III: Certifications (1 pdf attachment)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Refer to Annex "C" for the Mandatory Technical Criteria which will be evaluated on a complaint/non-compliant basis.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Refer to Annex "B" for the Basis of Payment which will be evaluated as your Financial Bid.

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Refer to Annex "E" for the Integrity Certification Form.

5.2.2 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 available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

A3010T (2010-08-16), Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
 Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidder's are reminded to obtain the required security clearance promptly. Any delay in the issuance of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contract Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the bid, 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 period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "G".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority and Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority and Local Procurement Officer may authorize individual task authorizations up to a limit of **\$25,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in **excess of \$25,000.00**, **up to a maximum of \$45,000.00**, must be authorized by the Project Authority <u>and</u> Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 3%

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

7.3 Security Requirements

- **7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
 - 1. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **RELIABILITY STATUS**, granted or approved by AAFC;
 - The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets;
 - 3. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);
 - 4. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;
 - 5. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of AAFC; and
 - The contractor/offeror must comply with the provisions of the:
 a. Security Requirements Check List.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from October 1, 2023 to September 31, 2024 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three** (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Desta Kissack Senior Contracting Officer Agriculture and Agri-Food Canada Western Service Centre 4-303 Main Street Winnipeg MB Telephone: 204-583-8127 E-mail address: <u>desta.kissack@agr.gc.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: (To be inserted at Contract award)

Name:	_	
Title:		
Organization:		
Address:		
Telephone: _	 	

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Local Procurement Officer

The Local Procurement Officer for the Contract is: (To be inserted at Contract award)

The Local Procurement Officer (or designate) is responsible for the issuance of Task Authorizations to the limits identified is section 7.1.2.2, Task Authorization Limit. The Local Procurement Officer has no authority to authorize changes to the contract Scope of the Work. Changes to the Scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Name:
Title:
Organization:
Address:

Telephone: E-mail address:

7.5.4 Contractor's Representative (To be inserted at Contract award)

Name: Title: Organization: Address:

Telephone: E-mail address:

7.6 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the Ceiling Price specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$30,000.00**. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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.

7.7.3 Monthly Payment

H1008C (2008-05-12), Monthly Payment

7.7.4 SACC Manual Clauses

<u>A9117C</u> (2007-11-30), T1204 - Direct Request by Customer Department <u>C0710C</u> (2007-11-30), Time and Contract Price Verification

7.7.5 Electronic Payment of Invoices – Contract

(To be updated at Contract award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 3. Each invoice must be prepared to show:
 - Contract #
 - Task Authorization (TA) #
 - Invoiced Amount + applicable taxes
 - Itemized list of services provided (i.e. breakdown of all hours of labour and rates, parts/materials used and Mark-up, if applicable)
 - GST #

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4013</u> (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules
- (c) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex H, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____, (*insert at award*).

7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

(the non-applicable clause will be deleted at contract award)

SACC Manual clause <u>A2000C</u> (2006-06-16), Foreign Nationals (Canadian Contractor) **OR**

SACC Manual clause <u>A2001C</u> (2006-06-16), Foreign Nationals (Foreign Contractor)

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX "A"

STATEMENT OF WORK

Part 1 Scope of Work

1.1 General

Agriculture and Agri Food Canada's Brandon Research and Development Centre at 2701 Grand Valley Road in Brandon, Manitoba requires plumbing services for various equipment at the Research and Development Centre on an 'as and when required' basis.

Services to be provided during the following:

Regular Working hours – 8:00 a.m. to 4:30 p.m. Monday to Friday Outside Regular Working hours – 4:30 p.m. to 8:00 a.m. Monday to Friday, weekends and Stat holidays

Work to be performed under the Contract includes the following:

- .1 Routine preventative maintenance and repair services during 'regular working hours'
- .2 Emergency or Urgent services during and outside of 'regular working hours'
- .3 Equipment installation and decommission services

1.2 Service to be Performed by the Contractor

- .1 The Contractor shall be on site working for "Routine" service requests within five (5) business days of issuance of an authorized task authorization.
- .2 The Contractor shall be on site working for "Emergency or Urgent" requests from the Site Authority within three (3) hours of being notified on a twenty-four (24) hour, seven (7) day per week basis.
- .3 The Contractor, when requested by the Site Authority for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. Any work that is life threatening or damaging to the building/property should be completed immediately. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed itemized account of the repairs required to put the equipment in proper working order.
- .4 Quotes for non-essential repairs should be provided to the Site Authority who will review. Work will not proceed until Contractor has received an authorized task authorization to proceed with the work.
- .5 The Contractor shall notify the Site Authority upon entering and leaving the premises when applicable.
- .6 The Contractor shall notify the occupants no less than 24 hrs in advance of any scheduled services planned.
- .7 The Contractor is to provide telephone numbers for regular service calls and after hours call outs.

1.3 Service to be performed by the Department

.1 The Site Authority shall issue a Task Authorization Statement of Work (SOW) of the work required for each job and will provide drawings and specifications on an as required basis.

1.4 Licenses and Permits

.1 The Contractor shall be responsible for obtaining and paying for all licenses and permits required to perform the work requested. Obtain all inspections from authorities having jurisdiction.

- .2 Provide the authorities having jurisdiction with all information requested.
- .3 Provide these certificates and permits when requested to AAFC Site Authority.

PART 2 - General Requirements

2.1 Use of Site

- .1 Limited to areas of work.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Do not store materials on site without Site Authority approval.

2.2 Codes and Standards

Execute the work to meet or exceed all latest editions of applicable codes and standards, including but not limited to:

- .1 National Building Code of Canada
- .2 Part IV of the Canada Labour Code
- .3 Fire Commission of Canada #301 Standard of Building Construction Operations
- .4 Canadian Plumbing Code
- .5 Canadian Construction Safety Code, Provincial/Territorial Government, Worker's Compensation Board and Municipal Statutes and authorities
- .6 Canadian Electrical Code, Part I, CSA
- .7 National Fire Code
- .8 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations, National Association of Fire Equipment Distributors (NAFED) and referenced organizations.
- .9 These standards shall be part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.
- .10 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .11 The work shall be carried out in accordance with NFPA 13A, NPPA 17A, and manufactures instructions.
- .12 All of the above *codes and standards* in effect at the time of award are subject to changes/revisions. *The latest editions of each shall be enforced* during the term of the Contract.

2.3 Examination

.1 Examine the existing conditions and determine those conditions affecting the work.

2.4 Cleaning

- .1 Maintain work area free of accumulated waste and rubbish.
- .2 Remove and dispose of debris, used and obsolete material on a daily basis.
- .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials, from sight exposed interior and exterior finished surfaces affected by contract work.

2.5 Cutting and Fitting Patching

.1 Cut, fit and patch where required for work under this contract. Make good all disturbed surfaces to original condition.

2.6 Coordination and Protection

- .1 Execute work with minimum disturbance to occupants, public and normal use of the buildings. Make arrangements with Site Authority to facilitate execution of work.
- .2 Protect existing work from damage.
- .3 Obtain Site Authority's approval before cutting, boring or sleeving load bearing members.
- .4 All possible safety precautions are to be taken to ensure the protection of employees and occupants during the course of the work.

2.7 Qualifications & Certifications of Personnel

- .1 Only licensed Plumbers shall perform the repairs. An apprentice may perform work only when they are under direct supervision of a qualified Journeyperson Plumber. A copy of the Journeyperson ticket or Apprentice registration numbers are to made available to the Site Authority.
- .2 Service is to be provided by one (1) Journeyperson Plumber at a time only, unless a specific request is made in writing to, and approved by, the Site Authority.
- .3 AAFC reserves the right to verify/substantiate the qualification of any person(s) performing work under the Contract. This verification must be produced in the way of letters or certificates from the appropriate agencies.
- .4 The Contractor shall not subcontract any of the work outlined herein, without the written consent of AAFC.

2.8 Material and Equipment

- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
- .2 Where there is no alternative to supplying equipment which is not CSA approved, obtain special approval from Site Authority.
- .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.
- .4 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .5 Deliver, store and maintain materials with manufacturer's seals and labels intact.
- .6 The Contractor shall store materials in accordance with the manufacture's and suppliers instructions.
- .7 AAFC accepts no responsibility for materials or equipment stored on site.
- .8 Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installations for inclusion in the building inventory file.

2.9 Meetings

.1 Attend meetings at site when notified by the Site Authority Representative

2.10 Maintenance Manuals / Log Books / Reports and Deliverables

- .1 Maintenance manuals are to be obtained and kept by the Contractor for each type of plumbing system being serviced.
- .2 Note results of inspections in log books. Keep a readily available record, in each boiler room of all testing and inspections.
- .3 A record of all inspections, testing and maintenance shall be provided to the Site Authority.

2.11 Non-smoking

.1 Smoking is prohibited inside all Crown facilities. Smoking is prohibited within 3 meters of any entrance or exit to a Crown- Owned facility.

Part 3 – Execution

3.1 Workmanship

- .1 All workmanship is subject to inspection and approval of the Site Authority.
- .2 All work shall be performed by a Journeyperson, or an apprentice under the supervision of a Journeyperson.

3.2 Work Coordination

.1 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Site Authority.

3.3 Maintenance Types defined as:

- .1 Preventative Maintenance: Inspecting, testing and reconditioning a system at regular intervals as instructed by AAFC, intended to prevent failures.
- .2 Breakdown Maintenance: Repairs to damaged equipment due to failures.
- .3 Predictive Maintenance: Declared in advance, on the basis of observation, experience or scientific reasons.
- .4 Development Maintenance: The act of developing new maintenance methods and procedures.
- .5 Plumbing Annual Inspections: Mechanical Equipment, Furnaces, Boilers, Hot Water Tanks: Scheduled annual inspection and maintenance service shall be completed in accordance with Manufactures instructions

3.4 Warranty and Guarantee

- .1 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the manufacturer's normal warranty period and such warranty shall be made out to His Majesty the King in Right of Canada.
- .2 The Contractor shall provide a written warranty against defects in workmanship and materials for a period of one (1) year. Such guarantee shall be made out to His Majesty the King in Right of Canada. Guarantee to be dated from date of acceptance of work performed.

ANNEX "B"

BASIS OF PAYMENT

The Bidder is required to complete this section with their firm bid prices and return with their submission.

Instructions:

- This section when complete will be considered the Bidder's financial bid for evaluation. The Firm Unit prices offered will form the basis of payment in the resulting contract if it is determined you are the successful bidder.
- <u>Column B (Unit price) must be completed for all line items for your Offer to be considered compliant.</u> <u>GST/HST is to be excluded from the prices stated herein</u>. However, applicable taxes are to be shown as a separate item on any invoices.
- AAFC will <u>not</u> accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for labour, as described in Annex A Statement of Work, at the AAFC work site shall include all time and travel-related costs to and from the AAFC work site.
- The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

Regular	Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday							
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)			
1	Journeyperson Plumber	Hour	200					
2	Apprentice Plumber	Hour	100					
	Total							

PRICING FOR INITIAL CONTRACT PERIOD OCTOBER 1, 2023 – SEPTEMBER 30, 2024

Outside of Regulars hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, Weekends and Stat Holidays						
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)	
1	Journeyperson Plumber	Hour	20			
2	Apprentice Plumber	Hour	20			
	Total					

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

Estimated Dollar Value (A)	% Markup (B)	Extended Cost (C) = (A x B)
\$ 15,000.00		Т3

Total Cost for Initial Contract Period: (T1 + T2 + T3) = _____

PRICING FOR OPTION PERIOD ONE (1) OCTOBER 1, 2024 – SEPTEMBER 30, 2025

Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday						
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)	
1	Journeyperson Plumber	Hour	200			
2	Apprentice Plumber	Hour	100			
	Total					

Outside o	Outside of Regulars hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, Weekends and Stat Holidays						
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)		
1	Journeyperson Plumber	Hour	20				
2	Apprentice Plumber	Hour	20				
	Total						

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= $(A \times B)$
\$ 15,000.00		Τ6

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

PRICING FOR OPTION PERIOD TWO (2) OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Regular	Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday							
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)			
1	Journeyperson Plumber	Hour	200					
2	Apprentice Plumber	Hour	100					
	Total T7							

Outside o	Outside of Regulars hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, Weekends and Stat Holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)	
1	Journeyperson Plumber	Hour	20			
2	Apprentice Plumber	Hour	20			
				Total	T8	

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 15,000.00		Т9

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

PRICING FOR OPTION PERIOD THREE (3) OCTOBER 1, 2026 – SEPTEMBER 30, 2027

Regular Hours - between 8:00 a.m. and 4:30 p.m., Monday to Friday						
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)	
1	Journeyperson Plumber	Hour	200			
2	Apprentice Plumber	Hour	100			
	Total T10					

Outside o	Outside of Regulars hours - between 4:30 p.m. to 8:00 a.m. Monday to Friday, Weekends and Stat Holidays					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)	
1	Journeyperson Plumber	Hour	20			
2	Apprentice Plumber	Hour	20			
	Total T11					

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= $(A \times B)$
\$ 15,000.00		T12

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

Total Cost for Initial Standing Offer Period
Total Cost for Option Period One (1) +
Total Cost for Option Period Two (2) +
Total Cost for Option Period Three (3) +

TOTAL COST for all periods = _____

ANNEX "C"

MANDATORY TECHNICAL CRITERIA

The Bidder must clearly demonstrate in its bid how it meets the following mandatory criteria and <u>include</u> the necessary documentation to demonstrate compliance where applicable.

1) PROPOSED RESOURCES

a) The Bidder must propose and provide the name of at least one (1) Journeyperson Plumber who will be available to provide the service under the resulting Contract.

2) CERTIFICATIONS / QUALIFICATIONS :

a) The Bidder must provide a copy of either a Manitoba Journeyperson Certificate or an Interprovincial Journeyperson's Red Seal Certificate for each Journeyperson Plumber proposed.

ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "E"

INTEGRITY CERTIFICATION FORM

Requirements

Section 17 of the Ineligibility and Suspension Policy (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier information

Supplier's Legal Name:			
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership			
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	
Supplier's Procurement Busin	ess Number (optional):		

List of names

Name	Title

(nama)

Declaration

·,, ///	ume),
(position) of	, (supplier's name) declare that the
information provided in this Form is, to the best of my kr	owledge and belief, true, accurate and complete.
I am aware that failing to provide the list of names will re	ender a bid or offer non-responsive, or I will be
otherwise disqualified for award of a contract or real pro	
or offer evaluation stage, I must, within 10 working days	
changes affecting the list of names submitted. I am also	
Registrar of Ineligibility and Suspension within 10 working	ng days of any changes to the list of names
submitted.	

Signature: _____

_ Date: _____

ANNEX "F"

INSURANCE REQUIREMENTS

The Bidder must provide a Certificate of Insurance that meets the following:

A) Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: *Her Majesty the Queen in the right of Canada as represented by the Minister*.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

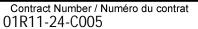
ANNEX "G"

TASK AUTHORIZATION FORM

(Inserted at Contract Award)

ANNEX	"H"	- SRCL

Government Gouvernement of Canada du Canada

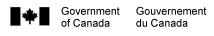


Security Classification / Classification de sécurité

SI LISTE DE VÉRIFIC	ECURITY REQ CATION DES E	UIREMENTS XIGENCES R	CHECK L	.IST (SR S À LA :	CL) SÉCURITÉ (LVERS)	
 PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organiza Ministère ou organisme gouvernemental d'origin Agriculture & Agri-Food Canada 	ation	N CONTRACT	UELLE		ch or Directorate / Direction gé ate Mangement Branch	énérale ou Direction
 a) Subcontract Number / Numéro du contrat de 	sous-traitance	3. b) Name a	nd Address	s of Subco	ontractor / Nom et adresse du	sous-traitant
4. Brief Description of Work - Brève description du Plumbing Services as and when required at E		ch & Develop	ment Cen	tre.		
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan 						✓ No Yes Non Oui
 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? 						
6. Indicate the type of access required - Indiquer le	e type d'accès req	uis				
 a) Will the supplier and its employees require ac Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le table) 	-ils accès à des ro Question 7. c)	enseignements	ou à des b	informatio iens PRO	on or assets? TÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui
6. b) Will the supplier and its employees (e.g. clea No access to PROTECTED and/or CLASSIF Le fournisseur et ses employés (p.ex. nettoye L'accès à des renseignements ou à des bien	IFD information o	r assets is pern	nitted			No Ves Non Ves Oui
 c) Is this a commercial courier or delivery requir S'agit-il d'un contrat de messagerie ou de livr 	ement with no ov aison commercia	ernight storage les sans entrep	? oosage de r	nuit?		No Yes Non □ Yes
7. a) Indicate the type of information that the supp	lier will be require	d to access / In	diquer le ty	pe d'infor	mation auquel le fournisseur o	devra avoir accès
Canada		O/OTAN			Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à						
No release restrictions Aucune restriction relative à la diffusion	All NATO count Tous les pays d				No release restrictions Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser						
Restricted to: / Limité à :	Restricted to: / I	_imité à :			Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country	(ies): / Préciser	le(s) pays :	:	Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information						
PROTECTED A PROTÉGÉ A	NATO UNCLAS NATO NON CL				PROTECTED A PROTÉGÉ A	
PROTECTED B PROTÉGÉ B	NATO RESTRIC NATO DIFFUSI				PROTECTED B PROTÉGÉ B	
PROTECTED C PROTÉGÉ C	NATO CONFID NATO CONFID				PROTECTED C PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	-			CONFIDENTIAL CONFIDENTIEL	
SECRET	COSMIC TOP S COSMIC TRÈS				SECRET SECRET	
TOP SECRET					TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)					TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIF If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	IÉS?
 Will the supplier require access to extremely sensitive INFOSEC information or assets: Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? 	No Ves Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIEL SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET TRÈS SECRET - SIGINT NATO CONFIDENTIEL NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.	
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité c	loit être fourni.
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non Oui
If Yes, will unscreened personnel be escorted:	
Dans l'affirmative, le personnel en question sera-t-il escorté?	VI Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its si	
premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS e CLASSIFIÉS?	et/ou
11. b) Will the supplier be required to safeguard COMSEC information or assets?	No TYes
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
	Non Oui
PRODUCTION	
	I Non □ Oui
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises?	or ✔ Non ↓ Oui
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material	or ✔ Non ↓ Oui
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ?	or ✔ Non ↓ Oui
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m	or ✔ Non ↓ Oui
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or 	✓ Non Oui or ✓ No Yes natérial ✓ No Yes Oui
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électron 	V Non □ Oui or ✓ No □ Yes natérial ✓ No □ Yes Oui Pon □ Yes Oui
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? 	V Non □ Oui or ✓ No □ Yes natérial ✓ No □ Yes Oui Pon □ Yes Oui
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électron des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? 	vr von ∟ Oui or viatérial von
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de m PROTÉGÉ et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électron 	vor ✓ Non ✓ Oui or ✓ No natérial ✓ No iquement ✓ No Non ✓ Yes Oui Yes Oui

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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's

site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Intenet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulaif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			ΝΑΤΟ				COMSEC					
	A	В	С	Confidential Confidentiel	Secret	Top Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret
						Très Secret					A	В	С	Confidentier		Très Secret
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																
 2. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée. 																
	b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?															Yes Oui
If Yes, classify th attachments (e.g Dans l'affirmative de sécurité » au	. SE0 e, cla	CRET	with erlep	Attachment présent form	s). Iulaire e	n indiqu	ant le nivea	au de sécuri	té dans	la case ii	ntitul	ée «	Class	sification		