



Request for Proposal (RFP): 01B46-14-0045

FOR THE PROVISION OF

***LEGISLATED FIRE SYSTEMS TESTING AND
CERTIFICATION***

FOR

**Agriculture and Agri-Food Canada (AAFC)
Kentville Research Centre
Kentville, Nova Scotia**

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

On OCTOBER 6, 2014

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

- 1.1 For the supply of all labor, material, equipment, transportation and supervision necessary to provide Legislated Fire Systems Testing and Certification, for Agriculture and Agri-Food Canada (AAFC) at the Kentville Research Centre, 32 Main Street, Kentville, Nova Scotia.
- 1.2 The period of the resulting Contract shall be for one year, from October 20, 2014 to October 19, 2015 and will include an option for AAFC to extend the contract for an additional period of two (2) years.

2.0 SECURITY REQUIREMENTS

- 2.1 The Bidder will be required to hold a valid *RELIABILITY STATUS*, granted or approved by AAFC. Until this requirement has been completed satisfactorily by AAFC, the Bidder **MAY NOT HAVE ACCESS** to (CLASSIFIED/PROTECTED) information or assets and **MAY NOT ENTER** sites where such information or assets are kept, without an escort from an AAFC employee. Refer to Part 2, Article 4.1.2 and Part 3, Article 3.0 for additional information.

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" mean 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 **two (2)** 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 identified on the cover page of this RFP.



Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.

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

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.
- 6.2 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. 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

- 9.1 If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

10.0 SITE VISIT

- 10.1 It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **September 16, 2014 at 10:00AM Atlantic Local Time** at the AAFC Research Centre Heating Plant, 32 Main Street, Kentville, Nova Scotia. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food Canada is not considered to be practical and therefore will not be accepted.



- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than the date and time identified on the cover page of this RFP. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.5 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 3 copies
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

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

4.0 PREPARATION OF 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".

4.2 Security Requirements

- 4.2.1 The following conditions must be met as early as possible after the contract is awarded:
 - a) The Bidder must hold a valid organization security clearance (DOS) at the level of *RELIABILITY STATUS* as indicated in Part 3 Article 3.0.
 - 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.
 - c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.



- 4.2.2 It is the responsibility of Bidder to ensure that the information required concerning the security clearance is provided on time. Bidders should indicate in their proposal if they meet all the security requirements and the status of their application for security clearance.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide firm all inclusive prices and 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 (Section 3)

- 6.1 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.
- 6.2 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:
- seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - request, before award of any contract, specific information with respect to bidders' legal status;
 - verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - 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.



8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via www.buyandsell.gc.ca

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to this RFP, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

3.0 SECURITY REQUIREMENT

- 3.1 There is a security requirement associated with the work.
- 3.2 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).
- 3.3 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.
- 3.4 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.
- 3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.6 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 for a term of one year, beginning October 20, 2014 to October 19, 2015.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract for an additional period of 2 years 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:

Laura Meloche
Procurement and Contract Officer
Agriculture and Agri-Food Canada
Eastern Service Centre,
2001 University, Suite 671-TEN
Montreal, QC H3A 3N2
Telephone/Téléphone: 514-315-6201
Facsimile/Télécopieur: 514-283-3143
E-mail address: laura.meloche@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 will be provided at the 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 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 01B46-14-0045;
7. Contractor's Proposal dated **(to be inserted at contract award)**.

9.0 This section is intentionally left blank.

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in the Appendix D, Evaluation Procedures and Criteria.
- 10.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority, the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.



10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in this RFP.

10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 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.

11.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

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 For the Work described in sections 4.2, 4.3, 4.5, 4.6 and 4.7 of the Statement of Work in Appendix B, the Contractor will be paid the all-inclusive annual fees set-out in Part A of Appendix C as they relate to the annual services. Customs duties are included and the Applicable Taxes are extra.

13.3 For the Work described in section 4.4 of the Statement of Work in Appendix B, the Contractor will be paid the all-inclusive monthly fee set out in Part A of Appendix C as they relate to the monthly services. Customs duties are included and the Applicable Taxes are extra.

13.4 For the Work described in section 4.8 of the Statement of Work in Appendix B, the Contractor will be paid the all-inclusive hourly rates set out in Part A of Appendix C as they relate to On-Demand Services. Customs duties are included and the Applicable Taxes are extra.



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- 13.5 The Contractor will be reimbursed for the costs reasonably and properly incurred for materiel and replacement parts as per section 4.9 of the Statement of Work in Appendix B, plus a mark-up of up to 10% to a ceiling price of \$5,000.00 per year as set out in Part A of Appendix C. Customs duties are included and the Applicable Taxes are extra.
- 13.6 The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment detailed in Appendix C.
- 13.7 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.

14.0 METHOD OF PAYMENT

- 14.1 Payment will be made in accordance with the following payment schedule, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms of the Contract and acceptance by the Project Authority:
- a. Once per year for the services rendered under the Annual Legislated Fire Systems Testing and Certification; and
 - b. Once per month for the services rendered under the Legislated Monthly Fire Alarm Systems Testing and Certification as well as any On-Demand Services by AAFC if such occurred during the period of invoice.

15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 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) Period of services rendered
 - b) Name of Technician(s)
 - c) Details of Services rendered under the Legislated Fire System Testing and Certificate;
 - d) Details of Services rendered under the On-Demand Services by AAFC; and
 - e) Details of Materiel and replacement parts (including mark-up percentage) supplied during the period of invoice, if applicable.

- 15.3 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.

16.0 MANDATORY CERTIFICATIONS

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

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



17.1 CANADIAN CONTRACTOR

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

17.2 FOREIGN CONTRACTOR

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

18.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

- 1.1 In the contract,
- 1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
 - 1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
 - 1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
 - 1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
 - 1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;
 - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
 - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

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

GC6. Amendments and Waivers

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

GC7. Time of the Essence

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

GC8. Excusable delay

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

- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

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

GC10. Termination due to Default of Contractor

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

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate 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. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

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.dfait-maeci.gc.ca/trade/sanctions_en.asp.

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act, 2006*, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Criminal Offense

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

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.



APPENDIX B – STATEMENT OF WORK

1 Requirement

- 1.1 For the supply of all labor, materiel, equipment, transportation and supervision necessary to provide Legislated Fire System Testing and Certification, for Agriculture and Agri-Food Canada (AAFC), Kentville Research Centre, 32 Main Street, Kentville, Nova Scotia, during the period of the Contract.

2 Background

- 2.1 The Kentville Research Centre is one of 18 Agriculture and Agri-Food Canada Research Centre's across the country.
- 2.2 The Research Centre operates on a five-day basis Monday through Friday from 8:00AM to 4:30PM (Regular Hours), although some experiments are conducted around the clock over extended periods of time.

3 Codes and Legislated Requirements

- 3.1 The following codes and standards in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Contract:

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



APPENDIX B – STATEMENT OF WORK

Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.

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

4 Scope of Work

4.1 To conduct Legislated Fire Alarm and Sprinkler Systems Testing and Certification. Scheduled testing and inspections required under this contract include:

Annual Fire Alarm System Testing and Inspection	Work to be conducted at a date to be pre-determined and approved by the Project Authority three weeks in advance.
Monthly Fire Alarm System Testing and Inspection For a total of 11 months. The 12 th month will form part of the Annual Fire Alarm System Testing and Inspection.	Work to be conducted and completed on the first Monday of every month. In the event that the scheduled Monday falls on a civic holiday, the date shall be rescheduled and approved by the Project Authority. Fire Alarms will be tested at 7:00 AM
Annual Sprinkler Testing and Inspection	Work to be conducted at a date to be pre-determined and approved by the Project Authority three weeks in advance
Annual Fire Pump Testing and Inspection	Work to be conducted and completed at a date to be pre-determined and approved by the Project Authority three weeks in advance
Annual Fire Hydrant Testing and Inspection	Work to be conducted and completed at a date to be pre-determined and approved by the Project Authority three weeks in advance

The fee payable to the Contractor for the legislated services shall be at the all-inclusive fees set out in Section 1 of Appendix C – Basis of payment.



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4.2 Annual Fire Alarm System Test and Inspection

The work covers 100% test and inspection of the Fire Alarm System performed in accordance with CAN/ULC-S536-M2004 includes but not limited to:

- a) 100% Transponder Tests on all applicable Transponders.
- b) 100% Panel Tests on all applicable Panels.
- c) 100% Annunciator Tests on all command center.
- d) All Smoke Detectors checked for proper operation using “Multi-Mist™” “Smoke-up™” dry aerosol only.
- e) Smoke detectors will be visually inspected for cleanliness. When required, cleaning shall be in accordance with manufacturer’s recommendations.
- f) Each smoke detector sensitivity valve shall be tested to confirm that it is within its operated range, using manufactures recommend test procedures.
- g) A smoke detector whose sensitivity is not within the required operating range shall be cleaned, and sensitivity re tested, and if still not within its rated sensitivity will be replaced.
- h) Sensitivity results and/or cleaning dates are to be recorded for each device.
- i) The sampling tube differential pressure in air duct type smoke detectors shall be tested to confirm that it is within manufacture’s specified limits.
- j) Restorable heat detectors will be tested with a heat lamp c/w built in one minute time delay and proper temperature distribution.
- k) Non restorable heat detectors shall have the circuits tested by simulating its electrical operation at the wiring connection.
- l) All Pull Stations checked for proper operation. Single stage and two stage operations.
- m) All Visual and Audible Signals to be activated for proper operation.



APPENDIX B – STATEMENT OF WORK

- n) All Sprinkler Water flow Detecting Devices (pressure and/or paddle type) including associated input circuits, shall be tested by an appropriate water flow means and time delay setting shall be recorded in the individual device record.
- o) Each shut off valve position supervisory switch shall be tested to determine that within two turns of the valve handle, or when the stem of the valve has moved 20% from its normal position, it shall result in an audible common trouble signal and a visual indication.
- p) Each pressure device shall be inspected and tested to confirm the operability by decreasing/increasing pressure beyond the set limit resulting in a audible trouble signal and a visual indication.
- q) Each power loss supervisory device shall be tested by disconnecting the main power supply to the equipment, resulting in an audible trouble signal and visual indication.
- r) Other fixed type extinguishing systems that are connected to the fire alarm control unit, the owner to coordinate the operation of the output contracts to verify it initiates the specified system functions at the fire alarm control unit (e.g., alarm, trouble).
- s) One device to be disconnected in each zone to determine proper supervision of wiring.
- t) Above listed items are some of the required annual inspections procedures, complete documentation of the entire Fire Alarm Test and Inspection will be supplied at completion of inspection.

4.3 Test and Inspection

- a) Two trained technician(s) will perform the test and inspection without direct assistance from the Project Authority. All ALARM testing to be done outside of Regular Hours.
- b) The Project Authority will provide access to all peripheral equipment.
- c) Should special equipment (i.e. – Jinni Boom, Scaffolding, etc.) be required to perform the test and inspection, AAFC agrees to provide such equipment.



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- d) The Project Authority will be responsible for making all arrangements with the Contractor who may be required to provide assistance such as elevator, escalator, sprinkler, monitoring, etc. so all devices can be inspected.
- e) The Project Authority will also be responsible for notifying tenants in regards to the date, times, etc. when testing will be performed.

4.4 Monthly Fire Alarm Test and Inspection

Every month, the following inspections and tests shall be conducted, under emergency power, to confirm the operability of the fire alarm system as per ULC. S536-M2004:

- a) One manual pull station shall be operated on a rotational basis and the system checked for operation.
- b) An alert signal or an alarm signal confirmed on a rotational basis to a minimum of one zone.
- c) The primary enunciator inspected to determine that the tested device annunciated correctly.
- d) Operation of the common audible and visual trouble signals
- e) Batteries shall be inspected for the following:
 - a. Terminals are clean and lubricated.
 - b. Terminal clamps are secure.
- f) Electrolyte level and specific gravity, where applicable, are as specified by the manufacturer.
- g) One emergency telephone shall be tested on a rotational basis for two-way communication and correct indication at the control unit;
- h) Voice paging capability to one zone confirmed on a rotational basis; and
- i) Supply a complete set of documentation of the devices tested.
- j) Voice paging capability to one zone confirmed on a rotational basis.
- k) Supply a complete set of documentation of the devices tested.

4.5 Annual Sprinkler System Test and Inspection

A Complete Annual Test and Inspection of the Sprinkler System as per NFPA 25 shall be conducted to include the following:



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Common:

- a) Inspect and test Control Valves to ensure that they are in the appropriate open or closed position.
- b) Check valves that are in the normally opened position to ensure that they are locked, or equipped with a Tamper Switch.
- c) Conduct Main Drain Flow Test of the sprinkler system water supply.
- d) Inspect and test associated access pressure pumps and jockey pumps to ensure that they are in good condition and can perform intended function.
- e) Inspect Fire Departments connections to ensure that they are in good condition (i.e., couplings free, caps in place, etc.)
- f) Inspect and test that water motor gong, electric alarms and supervisory alarm test satisfactorily.
- g) Check spare sprinkler heads and wrench.
- h) Supply a complete set of documentation of the Test and Inspection.

Wet: (Alarm valves complete with pressure type flow switches and/or vein type flow switches)

- a) Conduct a Sprinkler System Alarm test using the hydraulically most remote test valve.
- b) Conduct a complete visual inspection of all exposed sprinkler heads, hangers and piping for proper installation.
- c) Conduct testing on antifreeze system(s) (if applicable)

4.6 Annual Fire Pump Test and Inspection

Annual Test and Inspection of Fire pumps as per NFPA 25 shall be conducted.

An annual test of each pump assembly shall be conducted under minimum, rated and peak flows of the fire pump by controlling the quality of water discharged through approved test devices. The testing shall include the following requirements.

- a) Check circulation relief valve for operation to discharge water.



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- b) Check pressure relief valve (if installed) for proper operation.
- c) Continue test for ½ hour.
- d) Record electric motor voltage and current (all lines)
- e) Record pump speed in rpm.
- f) Record simultaneous (approximately) reading of pump suction and discharge pressures and pump discharge flow.
- g) Observe operation of any alarm indicators or any visible abnormalities.
- h) Supply a complete set of documentation of the Test and Inspection.

4.7 Annual Fire Hydrant Test and Inspection

Annual Test and Inspection of Fire Hydrants as per NFPA 25 shall be conducted and shall include.

- 1. Inspect water supply valves (Post Indicator Valve) to ensure they are wide open or locked open.
- 2. Inspect externally for cracked barrel, damaged operation, missing caps or chains, leaks etc.
- 3. If gate valves are provided at each outlet, close and open them to be certain that they are in good order.
- 4. Check the threads by using an old hose coupling that is in good condition.
- 5. Check internally for water accumulation.
- 6. Flow Test the Hydrant
- 7. Record inspection results.

Fire Hydrant Locations:

- 1. In front of building #49 Heating Plant
- 2. South side of road behind the greenhouse
- 3. North side of road to Blair House
- 4. North side of road in front of main complex Building #50
- 5. In front of main entrance to building #50
- 6. On side of parking lot in front of garage



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4.8 On-Demand Services

The Contractor shall provide On-Demand Services if, as and when requested by AAFC. On-Demand Services exclude the legislated services of annual and monthly inspections set out in Section 4.1 hereof.

For On-Demand Services, the Contractor must be available 24 hours a day, 7 days a week via phone, cell phone or pager number.

The Contractor must be on site within 3 hours from the time a phone call for services has been initiated by Project Authority.

For On-Demand Services, the Contractor will be paid an hourly rate for the first hour of productive labour and a different hourly rate for every hour after the first hour until completion of the On-Demand Services. The hourly rates payable are as set out in Appendix C - Basis of Payment.

4.9 Materials and Replacement Parts

The Contractor will supply the Materials and Replacement Parts necessary to bring the systems in good functioning order. Any Materials and Replacement Parts will be included in the work orders that the Contractor submits to the Project Authority.

Materials and Replacement Parts shall include any required permits, certificates, assessments, special equipment and security.

The Contractor will be reimbursed at net cost for materials and replacement parts plus a mark-up of up to 10% as per Appendix C – Basis of Payment.

In no event shall the total amount of Material and Replacement Parts, including the mark-up, exceed the maximum allowed per year as per Appendix C - Basis of Payment.

5. Terms and Conditions of Work

5.1. Within 7 days of award of the Contract, The Contractor shall provide the following documents to the Project Authority (or designated representative):

- a) Proof of good standing with the Provincial Workers' Compensation Board/Commission;



APPENDIX B – STATEMENT OF WORK

- b) Proof of formal training for each employee proposed to perform testing and repair of the Fire Alarm Systems in CAN/ULC-S536-04; and
 - c) Proof of formal training for each employee proposed to perform testing and repair of Fire Protection Systems in National Fire Prevention Association (NFPA) 25 and the National Fire Code of Canada 2010;
- 5.2. Only Certified Fire System Technicians shall perform the repairs.
- 5.3. No employee of the Contractor shall be allowed on site without being escorted by an AAFC employee until each employee proposed has obtained a security clearance from AAFC. This requirement is also mandatory for each person being replaced when staff changes occur. The Contractor to pay all costs and expenses required to obtain the required security clearance.
- 5.4. The Contractor shall report to the Project Authority (or designated representative) upon arrival on site and sign in at the Reception desk and shall also sign out at the Reception desk upon departure.
- 5.5. The Contractor shall warrant all services performed under this contract will at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the work or any portion thereof, it shall be at no cost to AAFC, and any work corrected or replaced by the Contractor shall be subject to all provisions of the Contract to the same extent as work initially performed. The warranty is "one year for parts and 90 days for labor."
- 5.6. The Contractor will be responsible for maintaining the integrity of the existing facility. Any damages caused by the Contractor must be repaired or replaced to its original condition.
- 5.7. The Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures of all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.
- 5.8. The Contractor shall execute the work with minimum disturbance to the occupants, public and normal use of the building.



APPENDIX B – STATEMENT OF WORK

- 5.9. Protect and maintain existing active services.
- 5.10. Any shutdown to execute service or repair must first be approved by the Project Authority or his designated representative.
- 5.11. Power activated devices using explosives shall not be used.
- 5.12. The Contractor shall, at his own cost and expense, remove and dispose of debris, used and obsolete material on completion of work.
- 5.13. The Contractor shall supply all tools and equipment required to provide the work required under the Contract.
- 5.14. Equipment and materials must be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
- 5.15. Additions, relocations or removal of equipment or systems are to recorded, dated and initialed by the Contractor on the "as-built" prints where applicable.
- 5.16. The Contractor shall submit a detailed work order specifying the work undertaken to the Project Authority (or designated representative) before leaving the site.
- 5.17. The Contractor shall provide AAFC an invoice complete with a detailed breakdown of all parts, material, markup and labor used. This invoice must clearly reference all work sheets associated under the basis of payment under the Contract.
- 5.18. The Contractor may, upon request by AAFC, provide a wholesalers invoice complete with parts pricing.
- 5.19. While on-site, Contractor and Contractor's employees shall adhere to all AAFC's safety and workplace policies. A copy of the policy will be provided to the Contractor by the Project Authority (or designated representative).
- 5.20. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.



APPENDIX B – STATEMENT OF WORK

- 5.21. The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well-being of his/her employees. Copies shall be made available to the Project Authority or designated representative.
- 5.22. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Project Authority.
- 5.23. Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
- 5.24. The Contractor shall ensure all workers authorized to enter the work site are notified of and abide by the posted Safety Plan, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
- 5.25. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.
- 5.26. All of the Contractor's employees working with controlled products on Federal property and/or in Federal facility will require WHMIS certification
- 5.27. The Contractor must provide a copy of the Material Safety Data Sheet (MSDS) to the Project Authority (or designated representative).
- 5.28. The Contractor may be required to provide a written estimate for repair work and new installations to the Project Authority (or designated representative) when needed.



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

Fire Protection Equipment

Blair House - Panel- Edwards EST1 Note: Interconnected to Heating Plant Panel

FIRST FLOOR	
SIDE ENTRANCE	MANUAL PULL STATION
KITCHEN AREA	SMOKE DETECTOR - IONIZATION
STAIRCASE AT MAIN ENTRANCE	SMOKE DETECTOR - IONIZATION
BASEMENT	
BASEMENT BOTTOM OF STAIRS	MANUAL PULL STATION
BASEMENT BESIDE FURNACE	HEAT DETECTOR - FIXED TEMPERATURE
BASEMENT BOTTOM OF STAIRS	HEAT DETECTOR - FIXED TEMPERATURE
BASEMENT BOTTOM OF STAIRS	END OF LINE RESISTORS
UPSTAIRS OFFICES	
TOP OF MAIN STAIRCASE	MANUAL PULL STATION
REAR STAIRCASE	SMOKE DETECTOR - IONIZATION
HALLWAY	SMOKE DETECTOR - IONIZATION
BELL CIRCUITS	
BASEMENT	BELL
BASEMENT	END OF LINE RESISTORS
STAIRCASE AT MAIN ENTRANCE	BELL
TOP OF MAIN STAIRCASE	BELL

Main Building - Panel- Simplex 4010

ZONE 1 - MECH ROOM A-1	
MECH ROOM #1	MANUAL PULL STATION
MECH ROOM #1 (HEATING PLANT SIDE)	MANUAL PULL STATION
MECH ROOM #1	END OF LINE RESISTORS
ZONE 2 - A-1 PULL STATIONS	
RECEIVING	MANUAL PULL STATION
CORRIDOR TO MECH ROOM 1	MANUAL PULL STATION
CORRIDOR NEAR B-131 OR A-105	END OF LINE RESISTORS
CORRIDOR NEAR B-131 OR A-105	MANUAL PULL STATION



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 3 - B-1 PULL STATIONS	
MAIN ENTRANCE	MANUAL PULL STATION
CORRIDOR TO CI NEAR CAFETERIA	MANUAL PULL STATION
EXIT TO CI NEAR CAFETERIA	MANUAL PULL STATION
NEAR ROOM B144	MANUAL PULL STATION
NEAR ROOM B125	MANUAL PULL STATION
IN B1	END OF LINE RESISTORS
ZONE 4 - C-1 PULL STATIONS	
NEAR C130 ENTOMOLOGY	MANUAL PULL STATION
C1 CORRIDOR ENTRANCE	MANUAL PULL STATION
ACROSS FROM MECH 2 FAR ENT	MANUAL PULL STATION
ACROSS FROM C101	MANUAL PULL STATION
CORRIDOR TO ELEVATOR	MANUAL PULL STATION
ACROSS FROM MECH ROOM 2 (FAR ENT)	END OF LINE RESISTORS
ZONE 5 - A-2 PULL STATIONS	
FOOD PROCESSING A-201 SIDE EXIT	MANUAL PULL STATION
STORAGE (RECEIVING)	MANUAL PULL STATION
STORAGE	END OF LINE RESISTORS
NEAR B227	MANUAL PULL STATION
ZONE 6 - B-2 PULL STATIONS	
MEZZ. OVER LOOKING MAIN ENTRANCE	MANUAL PULL STATION
NEAR B225	MANUAL PULL STATION
ACROSS FROM LIBRARY	MANUAL PULL STATION
EXIT TO C2	MANUAL PULL STATION
BY A215	MANUAL PULL STATION
CORRIDOR TO D2 ACROSS FROM ELEV.	MANUAL PULL STATION
CORRIDOR NEAR STORES	MANUAL PULL STATION
CORRIDOR NEAR STORES	END OF LINE RESISTORS



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 7 - C-2 PULL STATIONS	
ACROSS FROM C201	MANUAL PULL STATION
NEAR C215	MANUAL PULL STATION
EXIT TO WEST STAIRS	MANUAL PULL STATION
NEAR C262	MANUAL PULL STATION
EXIT TO WEST STAIRS	END OF LINE RESISTORS
ZONE 8 - D-2 PULL STATIONS	
LOADING BAY	MANUAL PULL STATION
GREENHOUSE	MANUAL PULL STATION
WEST EXIT	MANUAL PULL STATION
ROOM 2149	MANUAL PULL STATION
WEST EXIT	END OF LINE RESISTORS
NEAR GREENROOM D 214	MANUAL PULL STATION
ZONE 9 - C-3 PULL STATIONS	
SOUTH STAIRS NEAR COMP. ROOM	MANUAL PULL STATION
WEST STAIRS	MANUAL PULL STATION
NEAR NORTH STAIRS	MANUAL PULL STATION
ZONE 10 - C-4 PULL STATIONS	
PENTHOUSE	MANUAL PULL STATION
PENTHOUSE	MANUAL PULL STATION
PENTHOUSE	END OF LINE RESISTORS
ZONE 11 - HEATING PLANT LV. 1	
MAIN ENTRANCE	MANUAL PULL STATION
CORRIDOR BY LUNCH ROOM TO STAIRS	MANUAL PULL STATION
EXIT FROM BOILER ROOM	MANUAL PULL STATION
FIRE PUMP ROOM	MANUAL PULL STATION
SIDE EXIT FROM BOILER	MANUAL PULL STATION



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 12 - HEATING PLANT LV. 2	
MEZZ. BOILER ROOM	MANUAL PULL STATION
FAN ROOM/FREEZER ROOM EXIT	MANUAL PULL STATION
LAB REAR EXIT	MANUAL PULL STATION
LAB EXIT	MANUAL PULL STATION
MEZZANINE LOADING	MANUAL PULL STATION
ZONE 13 - MAIN ELECTRICAL ROOM A1	
ELECTRICAL ROOM A1	HEAT DETECTOR - FIXED TEMPERATURE
ELECTRICAL ROOM A1	HEAT DETECTOR - FIXED TEMPERATURE
ZONE 14 - SPRINKLER BLOCK C/D	
SPRINKLER RISER MECH. 1	SPRINKLER PRESSURE SWITCH
ZONE 15 - SPRINKLER BLOCK A/B	
SPRINKLER RISER MECH. 1	SPRINKLER PRESSURE SWITCH
SPRINKLER RISER MECH. 1	END OF LINE RESISTORS
ZONE 16 - SPRINKLER HEATING PLANT	
BEGINNING OF TUNNEL TO OTHER BUILDING	SPRINKLER PRESSURE SWITCH
BEGINNING OF TUNNEL TO OTHER BUILDING	END OF LINE RESISTORS
ZONE 17 - SPARE	
ZONE 18 - SMOKE DETECTORS A-1 MECH RM. 1	
SUPPLY AIR 1A COLD DECK MECH RM #1	DUCT SMOKE DETECTOR
RETURN AIR 1A COLD DECK MECH ROOM #1	DUCT SMOKE DETECTOR
SUPPLY AIR 1B HOT DECK MECH RM #1	DUCT SMOKE DETECTOR
RETURN AIR 1B HOT DECK MECH RM #1	DUCT SMOKE DETECTOR
SUPPLY AIR 2 (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 2 (NEW)	DUCT SMOKE DETECTOR
SUPPLY AIR 3 (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 3	DUCT SMOKE DETECTOR
RETURN AIR 4	DUCT SMOKE DETECTOR
SUPPLY AIR 4 (NEW)	DUCT SMOKE DETECTOR
MECH ROOM A-1	END OF LINE RESISTORS



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 19 - SMOKE C-1 MECH. ROOM 2	
SUPPLY AIR 5A (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 5A (NEW)	DUCT SMOKE DETECTOR
C1	END OF LINE RESISTORS
SUPPLY AIR 5B (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 5B (NEW)	DUCT SMOKE DETECTOR
SUPPLY AIR 6	DUCT SMOKE DETECTOR
RETURN AIR 6	DUCT SMOKE DETECTOR
ZONE 20 - SMOKE D-2 MECH. ROOM 3	
MECH RM #3 SUPPLY AHU # 7	DUCT SMOKE DETECTOR
ENTRANCE TO MECH RM #3 RETURN AHU #7	DUCT SMOKE DETECTOR
GLASS STORAGE	END OF LINE RESISTORS
ZONE 21 - SMOKE HEATING PLANT	
MEZZ. SUPPLY 8	DUCT SMOKE DETECTOR
MEZZ. SUPPLY 8	DUCT SMOKE DETECTOR
MEZZ.	END OF LINE RESISTORS
ZONE 22 - SMOKES SERVICE CORE (PIPE CHASE)	
SERVICE CORE	SMOKE DETECTOR - PHOTOELECTRIC
SERVICE CORE	SMOKE DETECTOR - PHOTOELECTRIC
SERVICE CORE	END OF LINE RESISTORS
ZONE 23 - MAIN ENTRANCE	
ABOVE RECEPTION	SMOKE DETECTOR - PHOTOELECTRIC
ABOVE RECEPTION	SMOKE DETECTOR - PHOTOELECTRIC
ABOVE RECEPTION	END OF LINE RESISTORS
ZONE 24 - CHEMICAL STORAGE	
MAIN FOYER	HEAT DETECTOR - FIXED TEMPERATURE
ALCOHOL STORAGE	HEAT DETECTOR - FIXED TEMPERATURE
STORAGE ROOM 1	HEAT DETECTOR - FIXED TEMPERATURE
STORAGE ROOM 2	HEAT DETECTOR - FIXED TEMPERATURE
CHEMICAL STORAGE	END OF LINE RESISTORS



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 25 - SPRINKLER VALVE A-1	
MECH ROOM 1	SPRINKLER TAMPER SWITCH
MECH ROOM 1	SPRINKLER TAMPER SWITCH
MECH ROOM 1	SPRINKLER TAMPER SWITCH
MECH ROOM 1	SPRINKLER TAMPER SWITCH
MECH ROOM 1	END OF LINE RESISTORS
ZONE 26 - SPRINKLER VALVE H.P.	
BEGINNING TUNNEL BELOW STAIRS	SPRINKLER TAMPER SWITCH
BEGINNING TUNNEL BELOW STAIRS	SPRINKLER TAMPER SWITCH
BEGINNING TUNNEL BELOW STAIRS	END OF LINE RESISTORS
ZONE 27 - SPRINKLER PUMP ROOM	
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	SPRINKLER TAMPER SWITCH
FIRE PUMP ROOM	END OF LINE RESISTORS
ZONE 28 - SPRINKLER LOW WATER	
WATER TANK	SPRINKLER SUPERVISORY (NOTE 3)
FIRE PUMP ROOM	END OF LINE RESISTORS
ZONE 29 - SPRINKLER HIGH WATER	
WATER TANK	SPRINKLER SUPERVISORY (NOTE 3)
FIRE PUMP ROOM	END OF LINE RESISTORS



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 30 - PESTICIDE BUILDING	
PESTICIDE MAIN ENTRY	HEAT DETECTOR - RATE OF RISE
PESTICIDE HERBICIDE ROOM	HEAT DETECTOR - RATE OF RISE
PESTICIDE FUNGICIDE ROOM	HEAT DETECTOR - RATE OF RISE
PESTICIDE EXPERIMENTAL	HEAT DETECTOR - RATE OF RISE
PESTICIDE SERVICES	HEAT DETECTOR - RATE OF RISE
PESTICIDE EXIT SHIPPING	MANUAL PULL STATION
PESTICIDE EXIT MAIN ENTRY	MANUAL PULL STATION
PESTICIDE EXIT	END OF LINE RESISTORS
PESTICIDE	BELL
ZONE 32 - SPARE	
ZONE 33 - STAIR #5	
A BLOCK EAST	SMOKE DETECTOR - PHOTOELECTRIC
A BLOCK EAST	END OF LINE RESISTORS
ZONE 34 - STAIR #2	
C BLOCK NORTH	SMOKE DETECTOR - PHOTOELECTRIC
C BLOCK NORTH	END OF LINE RESISTORS
ZONE 35 - STAIR #3	
C BLOCK CENTRE	SMOKE DETECTOR - PHOTOELECTRIC
C BLOCK CENTRE	END OF LINE RESISTORS
ZONE 36 - STAIR #4	
B BLOCK	SMOKE DETECTOR - PHOTOELECTRIC
B BLOCK	END OF LINE RESISTORS
ZONE 37 - STAIR #1	
C BLOCK WEST	SMOKE DETECTOR - PHOTOELECTRIC
C BLOCK WEST	END OF LINE RESISTORS
ZONE 38 - STAIR #6	
HEATING PLANT	SMOKE DETECTOR - PHOTOELECTRIC
HEATING PLANT	END OF LINE RESISTORS



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

ZONE 39 - BLAIR HOUSE	
BLAIR HOUSE	RELAY
PILOT PLANT SUPPRESSION RELEASED	INTERFACE ADDRESS MODULE
4009 NAC EXTENDER (NAC #5 PESTICIDE BLDG BELLS)	NOTIFICATION APPLICATION CIRCUIT
C1 - BELLS	
MECH. ROOM 1 - B	BELL
MECH. ROOM 1 - B	BELL
MECH. ROOM 1 - B	BELL
MECH. ROOM 2 - B	BELL
MECH. ROOM 2 - B	BELL
NEAR C-130 - B	BELL
NEAR C-101 - B	BELL
CORRIDOR NEAR C107 - B	BELL
C3 CORRIDOR NEAR NORTH STAIR - B	BELL
NEAR C204 - B	BELL
NEAR C215 - B	BELL
NEAR C234 CORRIDOR - B	BELL
NEAR C258 CORRIDOR - B	BELL
NEAR C304 - B	BELL
CORRIDOR NEAR C115 - B	BELL
CORRIDOR NEAR C354 - B	BELL
CORRIDOR NEAR C336 - B	BELL
PENTHOUSE C4 - B	BELL
PENTHOUSE C4 - B	BELL
HEAT PLANT CORRIDOR LUNCH ROOM - B	BELL
BOILER ROOM - B	BELL
FIRE PUMP ROOM - B	BELL
SIDE EXIT BOILER ROOM - B	BELL
MEZZ. BOILER ROOM - B	BELL
MEZZ. - B	BELL
C - 262	HORN - KLAXTON TYPE
PHOTO LAB	HORN - KLAXTON TYPE
PHOTO LAB	HORN - KLAXTON TYPE
CONTROL ROOM / HEATING PLANT	BELL



**APPENDIX B – STATEMENT OF WORK
EQUIPMENT AND DEVICE LISTS**

D2 - BELLS (S.U.B.PANEL)	
GREENHOUSE	BELL
GREENHOUSE	BELL
GREENHOUSE	BELL
GREENHOUSE #3	BELL
GREENHOUSE 4	BELL
GREENHOUSE	BELL
GREENHOUSE	BELL
NEAR CORRIDOR ROOM D	BELL
NEAR STERILIZER ROOM	BELL
ROOM 2149 GROWTH CABINETS	BELL
MECHANICAL ROOM 3	HORN - KLAXTON TYPE
CORRIDOR (GREENHOUSE) NEAR 2149-24 STORAGE	BELL
B2 - BELLS	
CORRIDOR NEAR D202	BELL
CORRIDOR NEAR LIBRARY	BELL
CORRIDOR NEAR B-246	BELL
CORRIDOR NEAR B-236	BELL
CORRIDOR NEAR B-217	BELL
CORRIDOR MAIN LOBBY	BELL
NEAR B276	BELL
B1 BELLS	
CORRIDOR NEAR B-119	BELL
CORRIDOR NEAR B-154	BELL
CORRIDOR NEAR B-103	BELL
CORRIDOR NEAR B-148	BELL
CORRIDOR NEAR CAFETERIA	BELL
A1 NEAR MECH. ROOM 1 & A1016 TOOL STORAGE	BELL
NEAR B-134	BELL
NEAR B-131	BELL
A2 PROCESSING	BELL
A2 STORAGE (NEAR RECEIVING)	BELL
COOLER 1042 IN RECEIVING	HORN - KLAXTON TYPE
COOLER 1039 IN RECEIVING	HORN - KLAXTON TYPE



APPENDIX B – STATEMENT OF WORK EQUIPMENT AND DEVICE LISTS

Wet Systems

Wings A+B 6in. Grimes Model B-1
Wings C+D 6in. Grimes Model B-1
Alarm Valve 4in. #891 Grimes Model B-1 (20 supervised control valves)

FIRE PUMPS

Automatic Fire Pump Controller for Engine Driven Fire Pump, Lexington Controls
Model: LX-2000
Type: Diesel
Volts DC: 12
System Ground: Neg.
Serial: E-05252K
ULC No. 1875C

Fire Pump Controller, Westinghouse FireGard - No: 3509C

Diesel Centrifugal Fire Pump, FairBanks-Morse - inch: 5 - Stage fig. 1

F. Fire Pump: 5824 GPM: 1000
PSI: 55
BHP: 55.4
Pos. Suction: 50 psi.
RPM: 1770
Net Press. 66 psi.
Net Pressure at 150% rated cap. 36 psi.
inch dia. Imp. 12.5
Serial: K3D1603271

Detroit Diesel Allison Power Take-off Model: PTA 41081
Serial: 612146
DDA: 5147643

Engine for Driving, Underwriters Laboratories of Canada Model: 503-8000
Serial: 3D15-49
Fuel: diesel
Cycle: 3
HP: 60
RPM: 1800

Test Timer - Paragon Electric Company Inc. Model: 4003-00S
TD: 1748-00



APPENDIX B – STATEMENT OF WORK EQUIPMENT AND DEVICE LISTS

Electric Fire Pump, Lincoln

Ins. B
Frame: 326TS
HP: 50
Volts: 575
HZ: 60
RPM: 1770
PH: 3
Amp: 50
Serial: 169231
Code: TV3615
Centrifugal Pump (Fairbank Morse)
Ins. 5
Stage fig. 1
F. Fire Pump: 5824
GPM: 1000 at 55 psi.
Pos. suction: 50
BHP: 56.1
RPM: 1770 at 66 psi.
inch dia. Imp. 12.35
Serial #: K3D1603270

Hydrants

9 Model M67 McAvity Hydrants
1 Model M59M McAvity Hydrant



APPENDIX C – BASIS OF PAYMENT

**PART A
RATES OFFERED FOR THE DURATION OF THE CONTRACT**

All rates offered for the Legislated Fire System Testing and Certification and the On Demand Services for the duration of the Contract shall be **all-inclusive rates** and represent the maximum obligation of AAFC and shall therefore include all costs and expenses associated with the full execution of the services as well as profits.

1. Legislated Fire System Testing and Certification

			All-inclusive Fee Year 1	All-inclusive Fee Option Year 1	All inclusive Fee Option Year 2
Annual Fire Alarm System Testing and Inspection Section 4.2 of Statement of Work	3.5 days 2 Technicians		\$	\$	\$
Annual Sprinkler Testing and Inspection Section 4.5 of Statement of Work	2 days 2 Technicians		\$	\$	\$
Annual Fire Pump Testing and Inspection Section 4.6 of Statement of Work	1/2 day 2 Technicians		\$	\$	\$
Annual Fire Hydrant Testing and Inspection Section 4.7 of Statement of Work	1 day 2 Technicians		\$	\$	\$
Monthly fire Alarm System Testing and Inspection Section 4.4 of Statement of Work	4 hours per month x 11 months 1 Technician		\$	\$	\$



APPENDIX C – BASIS OF PAYMENT

2. On-Demand Services

On-Demand Services have all-inclusive hourly rates regardless of day of the week or time of the day as per section 4.8 of the Statement of Work.

		All-inclusive Fee Year 1	All-inclusive Fee Option Year 1	All inclusive Fee Option Year 2
Certified Fire Alarm Technician	1 st hour of on-site labor	\$	\$	\$
	Hourly rate after 1 st hour to completion of service	\$	\$	\$
Certified Sprinkler System Technician	1 st hour of on-site labor	\$	\$	\$
	Hourly rate after 1 st hour to completion of service	\$	\$	\$

3. Materials and Replacement Parts

Materials and Replacement Parts shall include any required permits, certificates, assessments, special equipment and security. In no event shall the total amount of Material and Replacement Parts, including the mark-up, exceed the maximum \$5,000.00 allowed per year as per section 4.9 of the Statement of Work.

	% Markup Year 1	% Markup Option Year 1	% Markup Option Year 2
Mark-up up to 10%	Markup _____ %	Markup _____ %	Markup _____ %
Maximum allowed per year	\$5,000.00	\$5,000.00	\$5,000.00

Name of offeror: _____

Name of Authorized Signatory: _____

Address of Offeror: _____

Position of Signatory: _____

Date: _____

Signature: _____



APPENDIX C – BASIS OF PAYMENT

**PART B
FINANCIAL EVALUATION OF BID PRICE
TABLE 1 – PRICING FOR THE FIRST YEAR FROM DATE OF AWARD OF THE CONTRACT
October 20,2014 to October 19, 2015**

1. Legislated Fire and Sprinkler Testing and Certification

	No. of Techs Required	Unit of Measu re	Rate	Estimate Usage	Bid Price
Annual Fire Alarm System Testing and Inspection Section 4.2 of Statement of Work	2 Technicians	Per Day		3.5 days	
Annual Sprinkler Testing and Inspection Section 4.5 of Statement of Work	2 Technicians	Per Day		2 days	
Annual Fire Pump Testing and Inspection Section 4.6 of Statement of Work	2 Technicians	Per Day		1/2 day	
Annual Fire Hydrant Testing and Inspection Section 4.7 of Statement of Work	2 Technicians	Per Day		1 day	
Monthly fire Alarm System Testing and Inspection for 11 months. Section 4.4 of Statement of Work	1 Technician	Per month		4 hours per month	

2. On Demand Service have an all-inclusive hourly rate regardless of time or day.

Certified Fire Alarm Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		10	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		70	



APPENDIX C – BASIS OF PAYMENT

Certified Sprinkler System Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		8	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		48	

The Unit Rates offered shall be **all-inclusive rates** and represent the maximum obligation of AAFC and shall therefore include all costs and expenses associated with the full execution of the services as well as profits. The Unit Rates shall exclude the markup on materials and replacement parts.

Total Bid Price: Legislated Testing and Certification: \$ _____

On-Demand Services: \$ _____

TOTAL BID PRICE FOR FIRST YEAR OF CONTRACT:\$ _____

Name of offeror: _____

Name of Authorized Signatory: _____

Position of Signatory: _____

Date: _____

Signature: _____



APPENDIX C – BASIS OF PAYMENT

**PART B – FINANCIAL EVALUATION OF BID PRICE
TABLE 2 – PRICING FOR THE OPTION YEAR 1
October 20, 2015 to October 19, 2016**

1. Legislated Fire and Sprinkler Testing and Certification

	No. of Techs Required	Unit of Measu re	Rate	Estimate Usage	Bid Price
Annual Fire Alarm System Testing and Inspection Section 4.2 of Statement of Work	2 Technicians	Per Day		3.5 days	
Annual Sprinkler Testing and Inspection Section 4.5 of Statement of Work	2 Technicians	Per Day		2 days	
Annual Fire Pump Testing and Inspection Section 4.6 of Statement of Work	2 Technicians	Per Day		1/2 day	
Annual Fire Hydrant Testing and Inspection Section 4.7 of Statement of Work	2 Technicians	Per Day		1 day	
Monthly fire Alarm System Testing and Inspection for 11 months. Section 4.4 of Statement of Work	1 Technician	Per month		4 hours per month	

2. On Demand Service have an all-inclusive hourly rate regardless of time or day.

Certified Fire Alarm Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		10	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		70	



APPENDIX C – BASIS OF PAYMENT

Certified Sprinkler System Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		8	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		48	

The Unit Rates offered shall be **all-inclusive rates** and represent the maximum obligation of AAFC and shall therefore include all costs and expenses associated with the full execution of the services as well as profits. The Unit Rates shall exclude the markup on materials and replacement parts.

Total Bid Price: Legislated Testing and Certification: \$ _____

On-Demand Services: \$ _____

TOTAL BID PRICE FOR OPTION YEAR 1: \$ _____

Name of offeror: _____

Name of Authorized Signatory: _____

Position of Signatory: _____

Date: _____

Signature: _____



APPENDIX C – BASIS OF PAYMENT

**PART B – FINANCIAL EVALUATION OF BID PRICE
TABLE 3 – PRICING FOR THE OPTION YEAR 2
October 20, 2016 to October 19, 2017**

1. Legislated Fire and Sprinkler Testing and Certification

	No. of Techs Required	Unit of Measu re	Rate	Estimate Usage	Bid Price
Annual Fire Alarm System Testing and Inspection Section 4.2 of Statement of Work	2 Technicians	Per Day		3.5 days	
Annual Sprinkler Testing and Inspection Section 4.5 of Statement of Work	2 Technicians	Per Day		2 days	
Annual Fire Pump Testing and Inspection Section 4.6 of Statement of Work	2 Technicians	Per Day		1/2 day	
Annual Fire Hydrant Testing and Inspection Section 4.7 of Statement of Work	2 Technicians	Per Day		1 day	
Monthly fire Alarm System Testing and Inspection for 11 months. Section 4.4 of Statement of Work	1 Technician	Per month		4 hours per month	

2. On Demand Service have an all-inclusive hourly rate regardless of time or day.

Certified Fire Alarm Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		10	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		70	



APPENDIX C – BASIS OF PAYMENT

Certified Sprinkler System Technician				
	Unit of Measure	Unit Rate	Estimate Usage	Bid Price
Service Call: 1 st hour of on-site productive labor	Per Hour		8	
Service Call: Rate after 1 st hour and every hour thereafter until completion	Per Hour		48	

The Unit Rates offered shall be **all-inclusive rates** and represent the maximum obligation of AAFC and shall therefore include all costs and expenses associated with the full execution of the services as well as profits. The Unit Rates shall exclude the markup on materials and replacement parts.

Total Bid Price: Legislated Testing and Certification: \$ _____

On-Demand Services \$ _____

TOTAL BID PRICE FOR OPTION YEAR 2: \$ _____

Name of offeror: _____

Name of Authorized Signatory: _____

Position of Signatory: _____

Date: _____

Signature: _____



APPENDIX C – BASIS OF PAYMENT

**PART B – FINANCIAL EVALUATION OF BID PRICE
BID PRICE SUMMARY FOR FINANCIAL EVALUATION**

TOTAL BID PRICE

Total Evaluated Bid Price Table 1 – 1st year \$ _____

Total Evaluated Bid Price Table 2 – Option Year 1 \$ _____

Total Evaluated Bid Price Table 3 – Option Year 2 \$ _____

TOTAL FOR THE THREE (3) YEARS – ALL TABLES \$ _____

Bid price excludes markup on materials and replacement parts.

Name of offeror: _____

Name of Authorized Signatory: _____

Position of Signatory: _____

Date: _____

Signature: _____



APPENDIX D – EVALUATION PROCEDURES AND CRITERIA

TECHNICAL PROPOSAL

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

- 1.0 METHOD OF SELECTION – LOWEST COST (ONCE TECHNICAL REQUIREMENTS HAVE BEEN MET)**
- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **LOWEST PRICE** for the financial proposal. Lowest price will be determined by using the total bid for the three (3) years.
- 1.5 In the event that two financial proposals are received with the same "lowest price", the contract will be awarded to the Bidder with the highest technical score.
- 1.6 To be considered Compliant, a Proposal Must:
- 1- Meet all the mandatory requirements specified in section 2.0 below;
 - 2- Achieve a total minimum score of 60% (60 points) in technical rated requirements as set out in section 3.0 below.
- 1.7 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.
- 1.8 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 must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.9 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.



APPENDIX D – EVALUATION PROCEDURES AND CRITERIA

- 1.10 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).
- 1.11 In the event two or more responsive proposals receive the price, the proposal with the highest technical score will be ranked higher.
- 1.12 Specific Bidder Instructions:
1. A CV/portfolio may be provided for the proposed resource(s). It will be used solely as supplementary background information.
 2. Bidders should note that AAFC will evaluate the specific information that demonstrates experience for each given criterion. Pasting the same information in a grid and/or template every time the same project is used is not what we are expecting. Only the specific experience for the criterion being evaluated is to be provided.
 3. 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.
 4. 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.
 5. The same project/engagement 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.

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.

Mandatory Requirement #1

The Contractor must provide proof of being a registered company or licensed business that provides testing and repair of Fire Alarm Systems and Fire Protection Systems by providing proof of valid membership in associations such as the Canadian Automatic Sprinkler Association or the National Fire Protection Association or similar type of proof.



APPENDIX D – EVALUATION PROCEDURES AND CRITERIA

Mandatory Requirement #2

For EACH proposed technician, bidders must provide a list of individuals together with copies of each individual's certificates, as follows:

- **For services of testing of Fire Alarm systems**
 - a copy of the Certificate with the Canadian Fire Alarm Association (CFAA) or a ULC Fire and Security Alarm System;
- **For the installation of Fire Alarm systems**
 - a copy of the journeyman electrician certificate; and
- **For sprinkler systems**
 - a copy of the journeyman pipe-fitter license.

The names of each proposed individual will be submitted for security clearance upon award of the Contract to the successful firm as per the Terms and Conditions outlined in the in the RFP.

Mandatory Requirement #3

Bidders must submit the certifications required under PART 2, Section 6 of the RFP.

3.0 POINT RATED REQUIREMENTS (100/60)

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.

3.1 Experience (100 points maximum / 60 points minimum)

Only Bidders having a minimum of three (3) years' experience in similar types of projects will be considered qualified for this work. In order to demonstrate the experience required, the Bidder is to provide details of services currently or previously provided to similar operations in the last three (3) years as follows:

1. Name and location of organization for whom services were rendered; **(MAX. 5 – MIN. 5 POINTS)**
2. Type of operating environment: **(MAX. 25 – MIN. 15 POINTS)**
 - a) Laboratories 10 points
 - b) Greenhouses 15 points
 - c) Similar environments 8 points



APPENDIX D – EVALUATION PROCEDURES AND CRITERIA

3. Type of systems: **(MAX. 45 – MIN. 25 POINTS)**

- a) Simplex 4010 panels, sub panels; 20 points
- b) Edwards panels 10 points
- c) similar systems 5 points

Decisions as to the acceptance of similar systems or similar environments are the sole responsibility of the Facilities Manager whose decision is final.

4. Description of services that are/were provided; **(MAX. 25 – MIN. 15 POINTS)**

3.2 Failure to provide sufficient details may result in an offer being evaluated as non-responsive.

4.0 FINANCIAL PROPOSAL

4.1 The Bidder must complete all the tables set out in Appendix C – Basis of Payment which will form the Financial Proposal.

4.2 PART B of Appendix C will be used to evaluate the Financial Proposal.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidder with the **lowest cost** for the three (3) years will be awarded the contract. In the event two or more responsive proposals receive the price, the proposal with the highest technical score will be ranked higher.



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



APPENDIX E – CERTIFICATION REQUIREMENTS

C) PRICE/RATE CERTIFICATION

We hereby certify that the price(s) quoted has/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.



APPENDIX E – CERTIFICATION REQUIREMENTS

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.



APPENDIX E – CERTIFICATION REQUIREMENTS

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:



APPENDIX E – CERTIFICATION REQUIREMENTS

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

Insert the following for requirements estimated at \$1,000,000 and above.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (below), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity-Certification, for each member of the Joint Venture.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____
(YYYY/MM/DD)
(If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and



APPENDIX E – CERTIFICATION REQUIREMENTS

(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

More information on the Federal Contractors Program can be found in the Treasury Board Contracting Policy, and in the Supply Manual, link provided below. Note that references to value **INCLUDE** taxes, and **EXCLUDE** option periods.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appD>
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>



APPENDIX E – CERTIFICATION REQUIREMENTS

() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Name

Signature

Date

The following clause must be inserted in the contract (PART 3) if the FCP is applicable and the requirement is estimated at \$1,000,000 and above.

Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

