



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

# **INVITATION TO TENDER**

**FOR**

## **ELEVATING DEVICES MAINTENANCE SERVICES**

**FOR**

**CENTRAL EXPERIMENTAL FARM (CEF)  
Agriculture and Agri-Food Canada (AAFC)  
960 Carling Avenue  
Ottawa, Ontario K1A 0C6**

**SOLICITATION #16-2015**

**CLOSING: Tuesday June 7<sup>th</sup>, 2016 at 02:00 p.m.  
Eastern Daylight Saving Time (EDT)**

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# Part 1 - Standard Instructions

## 01 Integrity Provisions—Bid

1. The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>)
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the Ineligibility and Suspension Policy;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **02 Procurement Business Number**

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **03 Standard instructions, Clauses and Conditions**

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

## **04 Definition of Bidder**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

## **05 Submission of Bids**

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.
2. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a complete bid;
  - d. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08;
  - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

4. Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

#### **06 Late bids**

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

#### **07 Delayed bids**

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost labelthat clearly indicates that the bid was mailed before the bid closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **08 Transmission by Facsimile**

1. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

2. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - a. receipt of garbled or incomplete bid;
  - b. availability or condition of the receiving facsimile equipment;
  - c. incompatibility between the sending and receiving equipment;
  - d. delay in transmission or receipt of the bid;
  - e. failure of the Bidder to properly identify the bid;
  - f. illegibility of the bid; or
  - g. security of bid data.
3. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

### **09 Customs Clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

### **10 Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

### **11 Rights of Canada**

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

## 12 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

## 13 Communications—Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of the Submission of bids section.

## **14 Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

## **15 Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

## **16 Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - g. 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.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.



## 17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## 18 Conflict of Interest—Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 19 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## **20 Further Information**

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

## **21 Code of Conduct for Procurement—Bid**

The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

## **Part 2 – Information and Instructions to Bidders**

### **1. Security Requirement**

There is a security requirement associated with the requirement. Before award of a contract, the following conditions must be met:

- a) the Bidder's personnel that will perform the work on the Central Experimental Farm (CEF) site must meet the security requirement as indicated in Part 3 – Resulting Contract Clauses; and
- b) the Bidder must provide the name of all individuals who will work on the CEF site.

Canada will not delay the award of the contract to allow bidders to obtain the required clearance.

For information on personnel and organization security screening please visit [PWGSC's Canadian Industrial Security Directorate](#) (CISD) Website. Bidders can also contact CISD by telephone at 1-866-368-4646 (Toll Free), or (613) 948-4176 in the National Capital Region.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "B".

### **3. Debriefings**

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

### **4. Submission of Bids**

Bids must be submitted only to Agriculture and Agri-Food Canada (AAFC) by the date, time and place indicated at Part 2, Article 7 "Bid Preparation Instructions" of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to AAFC will not be accepted.

### **5. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **6. Applicable Laws**

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

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

## 7. Bid Preparation Instructions

- 1) Bidders must complete the Bid and Acceptance Form (BA), legibly and submit it signed and dated.

Any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

- 2) Bids must be in a sealed envelope, the envelope must be time-stamped using the date/time stamp machine at the bid box, and bids must be deposited in the bid box, and before the Tender Closing Time of **2:00 pm, Eastern Standard Time (EST), Tuesday June 7, 2016**, to the following address:

Agriculture and Agri-Food Canada  
Central Experimental Farm  
K.W. Neatby Building, Main Lobby  
960 Carling Avenue  
Ottawa, Ontario K1A 0C6  
Attn: Mike Pignat

## 8. Site Visit

A site visit will be held on Thursday May 12, 2016 at 10:00 a.m. at 960 Carling Avenue, K.W. Neatby building, Ottawa, Ontario, Canada. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site.

## 9. Evaluation of Price - Bid

To be considered responsive, a bid **must**:

1. Include a copy of its valid Ontario Registration as an Elevating Devices Contractor.
2. Clearly demonstrate that the bidder is an elevating device service company for the last five (5) years.
3. Include three (3) references of recent clients to verify this experience. These three (3) references must include contact names and phone numbers. Any bid without full references will be rejected.

## 10. Basis of Selection

The Bidder who:

- a) has submitted a responsive proposal; and
- b) has submitted the lowest total priced responsive bid will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded.

## 11. Compliance with Applicable Laws

- 1) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.

- 2) For the purpose of validating the certification in paragraph 1), a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) shall result in disqualification of the bid.

## **12. Certifications**

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

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

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

### **12.1 Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **12.1.1 Federal Contractors Program – Certification**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the [Government Contracts Regulations](#). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

### 12.1.2 Former Public Servant - Certification

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

#### Definitions

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### 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.

## **PART 3 – Resulting Contract Clauses**

### **1. Security Requirement**

The Contractor/Offeror personnel working on the Central Experimental Farm (CEF) site must EACH hold a valid “**Reliability Status**”, granted or approved by CISD/PWGSC. They also must be part of the list of authorised personnel of the CEF, AAFC.

The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List, attached at Appendix “D”;
- b) Departmental Security Requirements when on AAFC’s property;
- c) Industrial Security Manual (Latest Edition)

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "B".

### **3. General Conditions**

General Conditions “Appendix A”, Appendix B, C and D including the following modifications, will apply to and form part of this Contract.

### **4. Period of the Contract**

The period of the Contract will be from the date of the contract to March 31, 2018.

### **5. Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6. Value of the Contract - Revision**

AAFC reserves the right to increase or decrease the number and type of equipment for services according to departmental operational requirements. Should the number and type of elevating equipment change, the value of the Contract will be modified accordingly. Any modifications to the value of the Contract will be based upon the individual equipment price tendered by the contractor in the cost per equipment of Appendix C.

### **7. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **8. Contracting Authority**

The Contracting Authority for the Contract is:

Mike Pignat  
Procurement/Contracts Officer  
Agriculture and Agri-Food Canada  
CEF Integrated Services  
960 Carling Avenue  
Ottawa, Ontario K1A 0C6  
Telephone: 613-759-6157  
E-mail address: mike.pignat@canada.ca

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

## **9. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Article 9 "Commercial General Liability Insurance". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **10. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Agriculture and Agri-Food Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury.
  - (e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

**11. Direct Deposit**

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

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

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

**12. Invoices and Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Appendix 'C' for a cost of \$ \_\_\_\_\_ (to be completed upon award of contract). Customs duties are included and Applicable Taxes are extra.

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.

- 1) AAFC will pay the Contractor one lump sum payment for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b) all such documents have been verified by Canada;
  - c) the Work performed has been accepted by Canada.
- 2) Invoices must not be submitted before the identified work in the invoice has been completed and that all inspection and/or maintenance reports for such work have been received by the Contracting Authority.
- 3) All invoices must include the Contract number and the period in which the services within have been provided.

Invoices must be sent to the following address:

Agriculture and Agri-Food Canada  
 CEF Integrated Services  
 K.W. Neatby Bldg., Room 1127  
 960 Carling Avenue  
 Ottawa K1A 0C6

Attn: Mike Pignat, Procurement/Contracts Officer

### 13. Limitation of Expenditure

- 1) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*to be completed upon award of contract*). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 2) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- 3) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 14. Certifications - Compliance

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

### 15. Priority of Documents

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

- a) the Articles of Agreement;
- b) Appendix A, General Conditions;
- c) Appendix B, Statement of Work;
- d) the Contractor's bid dated YYYY-MM-DD (*to be completed upon award of contract*).

### 16. Performance Evaluation

Bidders shall take note that the performance of the Contractor during and upon completion of the work could be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

## BID AND ACCEPTANCE FORM (BA)

### IDENTIFICATION

Elevating Device Maintenance CEF Elevators  
960 Carling Avenue, Ottawa, Canada  
Solicitation # 16-2015

### BUSINESS NAME AND ADDRESS OF BIDDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ PBN: \_\_\_\_\_

Email: \_\_\_\_\_

### THE OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work in accordance with solicitation 16-2015, for the **Total Bid Amount** of

\$ \_\_\_\_\_ excluding GST/HST.  
(amount in numbers)

### ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in the Priority of Documents of the Resulting Contract Clauses, including those same clauses.

### SIGNATURE

\_\_\_\_\_  
*Name and title of person authorized to sign on behalf of Bidder (Type or print)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any

provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

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

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

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

#### GC2. Powers of Canada

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

#### GC3. General Conditions

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

#### GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

(a) It is competent to perform the Work;

(b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and

(c) It has the necessary personnel and resources to perform the Work.

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

4.3 The Contractor shall:

(a) Carry out the Work in a diligent and efficient manner;

(b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and

(c) Ensure that the Work:

(1) Is of proper quality, material and workmanship;

(2) Is in full conformity with the Statement of Work; and

(3) Meets all other requirements of the Contract.

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

#### **GC5. Inspection and Acceptance**

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

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

#### **GC6. Amendments and Waivers**

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

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

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

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

#### **GC7. Time of the Essence**

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

## **GC8. Excusable Delay**

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

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

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

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

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

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

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

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

## **GC9. Termination of convenience**

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

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

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

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

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

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

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

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

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

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

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

#### **GC11. Suspension of Work**

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

#### **GC12. Extension of Contract**

12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.

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

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

## **TERMS OF PAYMENT**

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

13.1 Payment in the case of progress payments:

a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and

b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;

b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

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

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

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

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

15.1 For the purposes of this clause:

(a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

(b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

(c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

(d) An amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

(e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.



15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

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

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

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

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

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

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

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

#### **GC17. Invoice Submission**

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

17.2 Invoices must show:

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

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

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

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

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

#### **GC19. Assignment**

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

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

#### **GC20. Subcontracting**

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

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

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

#### **GC21. Indemnification**

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

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

#### **GC22. Confidentiality**

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

#### **GC23. Indemnification - Copyright**

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

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

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

## **GC25. Ownership of Copyright**

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

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

or

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

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

## **GC26. Taxes**

### 26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

### 26.6 Tax Withholding of 15 Percent

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

## **GC27. International Sanctions**

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

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

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

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

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

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

## **GC29. Successors and Assigns**

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

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

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

## **GC31. No Bribe**

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

## **GC32. Errors**

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

## **GC33. Performance**

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

#### **GC34. Gender**

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

#### **GC35. Survival**

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

#### **GC36. Severability**

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

#### **GC37. Contingency Fees**

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

#### **GC38. 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](mailto:boa.opo@boa.opo.gc.ca).

#### **GC43. Contract Administration**

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

#### **GC44. Entire Agreement**

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

## **APPENDIX B**

### **STATEMENT OF WORK**

#### **1. INTRODUCTION**

Agriculture and Agri-Food Canada (AAFC) requires service and maintenance of its elevating devices at the Central Experimental Farm (CEF) location. CEF has nineteen (19) elevating devices, under this requirement, and they are located in different buildings throughout the Farm's property (see Appendix C).

#### **2. OBJECT OF THE AGREEMENT**

1. In consideration of the price paid by AAFC, The Contractor shall supply, for the term of this agreement, all the labour including overtime, parts, equipment and tools and furnish all other services and expenses necessary to carry out the maintenance of the elevators as described in the list of equipment covering lifts, dumbwaiters and elevators (hereinafter called "the elevators").
2. The Contractor agrees to full maintenance coverage and accepts all elevators in present condition, except if specific exclusions or pre-maintenance repairs are provided for herein.
3. The Contractor shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, riot, civil commotion, war, malicious mischief, act of God or any other cause beyond his reasonable control.

#### **3. DEFINITION OF TERMS**

1. The term "The Contractor" as used herein refers to the person, partnership or corporation signing a contract with The Owner, to furnish labour and material for the execution of the work described herein.
2. The term "The Consultant", as used herein refers to Rooney, Irving & Associates Ltd., Suite 101, 340 MacLaren Street, Ottawa, Ontario, K2P 0M6, or subsequent firm as may be designated by The Owner who, when directed by The Owner, may act as his agent concerning the work.
3. The term "check", as used herein with regard to the maintenance routine includes corrective action found to be required.
4. All terms in the Specification that are not otherwise defined shall have the definitions as given in the Code.
5. "Call Back Service" is defined as any request for service or assistance (other than maintenance) by AAFC where an elevating device is not available for use due to equipment shutdown or malfunction, excluding call backs resulting from conditions beyond control of The Contractor.
6. "Emergency Call Back Service" shall refer to any instance, and cover all activities as required to be performed by The Contractor other than Maintenance, to rescue and/or evacuate trapped passengers from an elevator cab.

#### **4. OWNERSHIP OF ELEVATORS**

1. The Elevators, their appurtenances and inventory are, and shall remain, the property of AAFC.
2. The Elevators may be operated in normal use and service by AAFC at any time except when other arrangements have been made with the Contractor, such as when the Elevators are shut down for maintenance, repairs or inspection.

#### **5. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees (excluding Provincial Elevator Authority annual elevator license fees) related to the completion of the work. He shall defend all suits and claims for infringements of any patent rights and shall save AAFC harmless from loss on account thereof, except that AAFC, shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified by AAFC, but if The Contractor has information that the process or articles specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to AAFC.

#### **6. COPIES OF DRAWINGS**

1. One (1) set of wiring diagrams for each type of elevating device will be provided by The Owner and shall not be removed from the property by either party.
2. The Contractor shall keep the drawings updated to any changes.

#### **7. CHANGES IN ELEVATORS OR CONTROLS**

1. AAFC reserves the right to make changes in the elevator equipment, should any be found desirable. AAFC reserves the right to tender such work. During any major upgrade or modernization, AAFC reserves the right to terminate this maintenance contract or any part thereof.
2. The Contractor shall not alter any part of the elevator systems from the condition shown on the drawings or presently installed.

#### **8. CONTRACTOR'S SUPERVISOR AND EMPLOYEES**

1. All of the Contractor's personnel assigned to work on this requirement must hold a valid Elevating Device Mechanics Certificate of the province of Ontario. The Certificate shall be of the appropriate Class for the nature of the required work. Mechanics shall be experienced, competent and capable of performing the work required by the agreement according to the standards prescribed herein.
2. The Contractor shall provide the services of a competent Supervisor, who shall generally be aware of the Contractor's work on site and shall be available to represent The Contractor as may be required by AAFC.
3. All employees of The Contractor shall be neatly dressed in uniforms or coveralls identified with The Contractor's name. Employees shall behave in a courteous manner towards AAFC, The Consultant and tenants.
4. AAFC may, at his sole discretion, require the replacement of any of The Contractor's employees on site.
5. The Contractor shall strictly adhere to AAFC's site and safety regulations. These regulations are subject to changes throughout the term of the contract.
6. The Contractor's personnel shall be qualified, experienced, trained, competent and capable of performing the work required by the agreement according to the standards prescribed herein.



7. Maintenance technicians shall have sufficient resources to undertake the elevator, escalator and handicapped lift devices maintenance, and shall satisfy the call back response times as set out in this Contract.
8. The Contractor shall have access to training, technology, drawings, Original Equipment Manufacturer (OEM) adjustment tools and manuals, as well as the components and parts, to perform the required maintenance, to keep the existing equipment operating to Original Equipment Manufacturer (OEM) specifications. Parts replaced or installed shall be identical of those removed and must be like in nature.
9. The Contractor shall have appropriate engineering resources to be able to develop/modify and submit to both AAFC and the Provincial Elevator Authority, Maintenance Control Program (MCP) details for each type of elevator now contained within the portfolio.
10. The Contractor shall maintain a fully staffed 24 hour answering service, capable of recording incoming requests for call back service and dispatch the appropriate field technicians to respond to such requests, without delay or fault.
11. The Contractor shall be responsible to re-program hands free phones where the current set up does not directly call into the Contractor's own dispatching service or an agreed third party answering service as retained by AAFC. Where the Contractor takes over a Building as part of this portfolio, for which it had not previously maintained the equipment, The Contractor shall, within the first 2 days of the agreement's start date, have re-programmed all hands free phones that were previously set up to ring out to another elevator service company. The cost for this re-programming shall be included within the monthly maintenance price.

## **9. WITHHOLDING OF PAYMENTS**

1. Payments due to The Contractor may be withheld by AAFC in the instance of unsatisfactory progress of the work or of defective materials or workmanship.
2. The monthly price may be reduced by AAFC to reflect the value of work not completed and entered in the log book notwithstanding labour disruptions/strikes.
3. AAFC may charge-back to The Contractor fees imposed by the Provincial Elevator Authority relating to non-performance of maintenance tasks.
4. Not completing and/or logging the completion of any month's routine maintenance will result in AAFC deducting 50% of the value of that month's billing. This arrangement does not alter The Contractor's full responsibility for complying with regulations or affect liability that may arise from this maintenance.
5. No portion of the monthly fee will be billed for an elevator out of service (such as awaiting parts or repairs) for more than two weeks of a given month.

## **10. PARKING FACILITIES**

AAFC will provide parking facilities at no cost to the contractor except that the contractor shall be liable for any fines or other costs that result from a contravention of parking restrictions. It is the responsibility of the contractor to contact AAFC and familiarize himself and his staff with parking permissions and restrictions.

## **11. NEW INSTALLATIONS**

During the term of this maintenance contract, AAFC reserves the right to award maintenance of any new elevator installation to the successful tenderer. The decision to award a maintenance contract on any new elevator will rest with AAFC authorities.

## 12. OCCUPANCY CLAUSE

1. It is understood and agreed that maintenance price reductions will apply depending on the occupancy of the property in accordance with the following schedule:

<u>Occupancy (%)</u>	<u>Discount (%)</u>
Below 24.9%	40%
25% to 44.9%	30%
50% to 70%	20%

2. It is understood and agreed that with a price reduction, there may be also a pro rata reduction in the maintenance expended.
3. When the occupancy is lower than 70% for a period of three months, to establish the above-noted discounts, The Owner must notify The Contractor of the occupancy rate in advance and in writing and will continue such notice on a quarterly basis until occupancy exceeds 70%. The discount shall commence with the first monthly payment subsequent to notice of reduction of occupancy and shall be adjusted or terminated as required with payment subsequent to each quarterly notice. Occupancy will be assumed constant if no notice is received.

## 13. GENERAL SPECIFICATIONS

These Specifications are to be considered as a minimum standard reflecting satisfactory and safe conditions to which the maintaining Contractor must work and do not limit his responsibility or duties. The Contractor shall:

1. Maintain a copy of the Elevator Specifications in the machine room and readily available to the maintenance mechanic in order to properly implement the preventive maintenance program. These Elevator Specifications must be located on in a common parts supply room no later than the end of the first month of the contract.
2. Assume immediate responsibility for the repair and cleanliness of the equipment upon start of the contract.
3. Maintain all equipment in a safe, clean and operational condition. Perform monthly examinations as a minimum for each elevator.
4. Maintain the elevators to provide reliable service including a Utilization rate of better than 98% and a Call Back rate of better (less) than 0.4 per elevator per month.
5. Retain original fusing arrangements on all circuits.
6. Show on each call back service ticket the nature of work completed and labour expended.
7. No more than twice in each 12 month time period, per elevator group, throughout the term of this contract, assist The Owner by supervising the access of others into the elevator shafts. For example, assist with the testing of the smoke detectors located at the top of the elevator shafts. Testing may be required in off-hours.
8. The Contractor shall not be responsible for the repair or replacement of damaged parts caused by the malicious action of others.
9. Obtain a Hot Work Permit from the Owner for any cutting, grinding, welding or any type of work which creates sparks or an open flame.

10. On each regular maintenance time ticket, identify the nature of work. Maintain also an up-to-date elevator maintenance log book, to further identify the nature of all work performed, the date, and name of the mechanic. Keep one log book per elevating device in the elevator machine room. The log will remain at all times as property of The Owner.
11. In cases where it becomes necessary to remove a device from service, post an approved notice at each landing clearly advising that the unit is under maintenance. Store notices on site when not in use.
12. The Contractor shall be solely responsible for the operation of the in-car communication system, including the programming of the in-car device and the phone line from the machine room demarcation point to the device located in the cab.
13. Do not utilize a computerized log book.
14. Do not permit an accumulation of oil or grease on any component so as to represent a fire hazard or slip hazard.
15. Maintain the equipment to satisfy codes in force at the time of the elevator installation, established by the relevant Federal, Provincial and/or Municipal government departments.
16. Monitor and be aware of changes to the Provincial Elevating Devices Act and Regulations, Elevating Device Branch Director's rulings and B44 code. Notify The Owner in writing of relevant changes and submit estimated costs of the necessary modifications involved. Provide modifications only after receiving written approval from The Owner.
17. Maintain during regular working hours the equipment, including accessories. Carry out examinations, lubricate, adjust, clean and as conditions warrant, repair or replace any parts of the installations with the exception of those items specifically excluded by this contract.
18. Do not permit equipment to operate if any safety device is inoperative. Jumpers used for troubleshooting or adjusting shall be of bright colour, not green.
19. At the first scheduled examination, check lubrication, fusing, grounding, signals, and cleanliness of the equipment.
20. Employ "Out of Service - Do not close switch or remove tags" signs on the disconnect of any elevators placed out-of-service.
21. Do not carry any materials on top or under the elevators except for the sole purpose of maintaining the elevators.
22. Be responsible for replacement of the mainline fuses in the machine rooms, except in the case where these fuses fail more than once in a sixty (60) day period and this failure is due to the incoming power supply and is not due to problems with the conveying equipment.
23. Maintain effective communication with The Owner relevant to regular maintenance, scheduled repairs and unexpected shutdowns of the equipment.
24. Notify The Owner without delay of any necessary repairs or hazardous conditions not the responsibility of The Contractor.
25. Advise The Owner's representatives on site when arriving and departing the premises.
26. Make available a full fire extinguisher when using lubricants or flame-type tools.
27. Maintain machine rooms clean and free of rubbish or loose parts. Broom sweep and mop rooms when required. Do not leave covers off controllers, motors, tanks, etc. between examinations.

28. In the event of an incident or accident on an elevating device as covered under this Agreement, The Contractor shall immediately notify The Owner and the Provincial regulatory Authority applicable for the building in question. A detailed written explanation and record of how and why the incident or accident took place shall be submitted to The Owner within 24 hours following the incident or accident where ever possible. In the event the investigation of events is still underway 24 hours following an incident or accident, The Contractor shall provide daily updates to The Owner as to the progress of the investigation. The Contractor shall assist The Owner in its reporting of such incidents/accidents to the regulatory authorities, and shall advise The Owner of all regulatory requirements and accident/incident reporting expectations at no additional charge to The Owner.
29. Undertake prescheduled major repairs in off hours, covering overtime costs, when involving a single elevator or should the maintenance activity require taking more than one elevator out of group service. This includes undertaking rope replacements in overtime, if The Contractor's safety policy requires the adjacent elevators to be left out of operation during rope changes.

## **14. PERFORMANCE AND TESTS**

The Contractor shall:

1. In accordance with safe practice, ensure full load capacity, full car speed in feet per minute including smooth acceleration, deceleration, door opening and closing times.
2. Maintain equipment to perform to the original design specifications including door movement times, flight times, dwell times, lateral and horizontal accelerations and noise levels.
3. If not agreed otherwise, performance will be as dictated by National Association of Vertical Transportation Professionals (NAVTP) latest addition.
4. The Contractor shall achieve required performance standards notwithstanding the elevator being mis adjusted from these standards by previous contractors.

## **15. PARTS COVERAGE**

The Contractor shall be responsible for the adjustment, repair or replacement of the complete conveying equipment installation. Include coverage of all elevator-trade installed accessories including but not limited to the following:

Air-cord, anodes, aprons, armatures, astragals, Babbitt, ballasts, batteries, battery-lowering, bearings, belts, brakes, brackets, brush-holders, brushes, buffers, bulbs, buttons, cabinets, cables, capacitors, car-sill, cathodic-systems, chains, chokes, circuit-boards, clamps, clutches, coils, commutators, compensation, computers, conductors, conduit, contactors, controllers, controller cooling, counterweights, CPUs, crosbys, dispatchers, displays, door-closers, door-detectors door-operators, drives, emergency-lights, EPROMs, fans, fascia, fasteners, filters, fuses, gate-valves, gears, generators, gibs, governors, grease, guides, hatches, hydraulic-fluid, idlers, isolators, key-switches, lamps, leds, linings, linkages, load-weighing, locks, lubricants, lubrication-systems, machines, magnets, microprocessors, monitoring-systems, monitors, motor-drives, motors, mufflers, oil, oil-coolers, oil-line, overloads, packings, phase-protection, pick-ups, pistons, platforms, plugs, plungers, plunger-grippers, power-supply, pulleys, pumps, push-buttons, rails, relays, resistors, restrictors, retainers rollers, rope-grippers, ropes, rotors, safety-edges, safety-planks, scavengers, SCRs, seals, sensors, shackles, shafts, sheaves, shims, shoes, shutoff-valves, site-guards, slings, slippers, software, solenoids, speakers, spiders, springs, stators, stop-rings, suspension-systems, switches, tachometers, tanks, tape-heads, tapes, telephones, thrusts, top-of-car-stations, top-of-car-railings, stations tracks, transformers, transistors, travelling-cables, trough, valves, VF-drives, Victaulics, voice-annunciation, wedges, welds, windings, wire-ropes, wiring and worms.

The following items are not included in the contract, as such, The Contractor will not be held responsible for the maintenance of this equipment:

Car enclosure, car lighting that is accessible from the cab interior, floor coverings, handrails, suspended ceilings, inground hydraulic cylinders, buried piping, hoistway enclosure, hoistway frames and threshold portion of hoistway door sills.

## 16. SPARE PARTS AND PART REPLACEMENT

The Contractor shall:

1. Supply all lubricants and cleaning solvents. Supply a cabinet in the elevator machine room for storing spare parts, supplies and clean wipers.
2. Employ genuine elevator manufacturer replacement parts. Exceptions are allowable in the event that the cost of a genuine part is prohibitive.
3. Provide in the machine room the following minimum inventory of spare parts.

QUANTITY	ITEM
5	Fuses of each size used in the controllers.
2	Fuses of each size used in the mainline disconnect.
5	Springs, stationary contacts and movable contacts for stopping switch (if used).
2	Hall and car push button switches or contacts.
2	Hall door sheaves.
1	Car door sheave.
10'	Galvanized air cord.
2	Hall door pick-up rollers.
2	Sets of magnetic switch contacts.
2	Hall door gibs.
2	Car door gibs.
2	Door lock beaks.
2	Sets of hall door lock contacts.
4	Controller relay electrical coils.
10	Light bulbs for each type of signals.
2	Car door operator belt.
4	Controller relay electrical coils.

Inventory is to include an adequate supply of oil, cleaning solvent and rags.

4. Maintain in a local warehouse, major parts such as door motors, retiring cam coils and motors, brake linings and coils, magnetic and mechanical limits, rectifiers, transformers, door protection devices, door hangers and guides, coils for controller switches, clutches and rollers, electronic tubes and timers, solid-state boards, guide shoes and roller guides. This list does not limit the stock necessary to provide efficient supply.

## 17. MAINTENANCE CONTROL PROGRAM

The Contractor shall:

1. Provide a written Maintenance Control Program for each device, based upon monthly preventative maintenance reviews, to maintain the equipment in compliance with the requirements of this document, CAD 261/13 (or latest amendment) and Section 8.6 of the B44 Code.
2. The Maintenance Control Program shall consist of but not be limited to:
  - a. Examinations and maintenance of equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of this document. The maintenance procedures and intervals shall be based on:
    - i. equipment age, condition, and accumulated wear
    - ii. design and inherent quality of the equipment
    - iii. usage of the device
    - iv. environmental condition
    - v. improved technology
    - vi. the manufacturer's recommendations for any SIL rated devices or circuits
  - b. Cleaning, lubricating, and adjusting applicable components at regular intervals and repairing or replacing all worn or defective components where necessary to maintain the installation in compliance with the requirements of this document.
  - c. Tests of equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of this document.
  - d. All Code required written procedures (e.g., check out, inspection, testing, and maintenance).
3. The instructions for locating the Maintenance Control Program shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to the responsible party.
4. The log book shall be kept at a central location in the machine room, control room, control space or at the device location. If it is kept in another location in the building, a notice will be posted in the machine room indicating the alternate location.
5. The Maintenance Control Program shall be accessible to the elevator personnel and shall document compliance to the Code and this document.
6. The Maintenance Control Program shall be edited to remove all tasks not applicable for a given unit.

## **18. SYSTEMATIC MAINTENANCE**

The Contractor shall:

1. As a minimum, carry out inspections and tests in accordance with this document and the following:
  - i. Latest edition of ASME 17.1/CSA B44 Safety Code for Elevators and Escalators, including latest Supplement.
  - ii. CSA Standard B44.2 Maintenance Requirements and Intervals for Elevators, Escalators, Dumbwaiters, latest Supplement.
  - iii. Elevating Devices Code Adoption Document, including all latest amendments.
  - iv. Technical Standards And Safety Act .
  - v. Provincial Regulations for Elevating Devices
  - vi. ASME A17.6-2010 - Standard for Elevator Suspension, Compensation and Governor Systems
  - vii. Provincial Regulation for Certification and Training of Elevating Devices Mechanics
  - viii. All active Provincial rulings and Orders.
  - ix. Maintenance Control Program (MCP)
2. During each examination, ride the device to note general operation including floor levelling, smooth movement of cabs, correct operation of car and hall stations, operation of car lighting, operation of indicator lights/lanterns/gongs, elevator door movement and functioning of door protective devices.
3. During each examination pay particular attention to relays and switch contacts known to require frequent replacement.
4. During each examination, correct obvious malfunctions or hazards to the safety of passengers.
5. Replace all guarding upon completion of maintenance tasks and prior to leaving the site.
6. Carry out TSSA-mandated monthly, Annual and 60-month interval tasks as required by the date of last logged completion including completing tasks left as due or overdue under any previous contract for elevator maintenance.

## **19. MONTHLY INTERVALS**

1. Ride elevators to note operation such as levelling, car station operation, car lighting, fan, door operator and door protective devices.
2. Inspect all hoistway door interlocks, pick-up rollers and assemblies. Make any necessary adjustments, lubrication and replacements to door operator, chains, hangers and tracks.
3. Remove covers and inspect car gate electrical contacts.
4. Inspect and test car door re-opening devices for force and kinetic energy.
5. Check roller guides or guide shoes for tightness and coverage.
6. Check and replace any defective signal lamps.
7. Check and adjust levelling accuracy of cars, including pre opening.
8. Check and adjust car ride qualities.
9. Inspect car and hoistway door eccentrics, and hoistway door retainers.
10. Inspect car door clutch, retiring cam and related fastenings.

11. Visually review mechanical and electrical rotating equipment for excessive vibrations, metal filings, unusual noises, clearances, unusual heat generation, electrical arcing, brush wear, brush chatter and poor electrical commutation.
12. Inspect and adjust or replace any defective or loose lower guides on car and hoistway doors.
13. Inspect pit for presence of water or oil – notify Owner in writing.
14. Perform a visual review of machine room equipment including controller components, motor, machine, brake, drive, governor and power unit.
15. Check for lubricant leaks and check all visible lubricant levels including worm and bearings.
16. Observe selectors for proper operation. Lubricate sheaves, carriage tracks and replace worn guides. Clean oil pan reservoir. Clean and apply a light film of oil on tape, cable or chains. Check for proper contact wipe. Check and replace worn cams and contacts. Check wiring harnesses and connections.

## **20. TWO MONTH INTERVALS**

1. Thoroughly clean off car top and crosshead.
2. Clean out the pit.

## **21. THREE MONTH INTERVALS**

1. Check tension and fastenings of all wire ropes including shackles, wire rope clips and rods. Equalize ropes and tighten any fastening. Ensure rope clips are not rubbing against each other.
2. Check car and hall stations for fastenings and condition of buttons.
3. Test the emergency recall operation to recall floor and in-car emergency service for proper operation.
4. Test the car emergency lighting system.
5. Verify voltage, under load, of batteries.
6. Verify dispatching including call-calls, hall-calls and call-and-send operation.



## 22. SIX MONTH INTERVALS

1. Vacuum or blow out controllers, front and rear.
2. Check voltages of controller components.
3. Check fastenings, operating rollers, and cams of all hoistway limits and safety operating switches.
4. Check car and counterweight shoes for wear; change if necessary.
5. Thoroughly inspect all buffers and buffer fastenings in the pit. Report on any damaged or badly rusted equipment.
6. Check hoist rope length to determine if the ropes have stretched preventing the car from reaching the top floor stopping limit when the counterweight reaches the buffer in the pit. Take necessary immediate action to correct.
7. Inspect all hoistway and car door hangers, inter-connecting means and closing devices.
8. Verify operation of door restrictors.

## 23. TWELVE MONTH INTERVALS

1. Check top of all main rails to verify that rails are not in contact with top of hoistway. Take corrective action where required.
2. Dismantle machine brakes, clean linings and pulley, lubricate all pins and, if applicable, the magnet cores.
3. Inspect total length of travelling cable for wear and travelling cable hangers for tightness.
4. Check all wire ropes for breakages, loss of diameter and tension. The ropes shall be lubricated if necessary, and shall be renewed if any of the following conditions exists:
  - a. for drum machines, 12 distributed breaks in any rope or 8 breaks in one or two strands of a lay;
  - b. for rusted ropes, replace when 50% of the breaks listed above occur;
  - c. if the rope size, measured at any one spot, becomes less than noted below for various rope sizes:

Nominal diameter	3/8"	7/16"	1/2"	9/16"
Minimum diameter	11/32"	13/32"	15/32"	17/32"
Nominal diameter	5/8"	11/16"	3/4"	1"
Minimum diameter	37/64	41/64"	46/64"	15/16"

5. Clean down all hoistway equipment, including hoistway ledges, projections, lubricate all hangers, and check brackets, rail fastenings and entrance fastenings.
6. Inspect door operator motor brushes and clean and change brushes if necessary. Inspect all door operator linkages and lubricate at pivot points.
7. Have competent supervisory personnel inspect the installation to determine if examiner is performing properly and that all work has been in accordance with specifications. This examination to include tachometer test of speeds in both directions and any necessary adjustments made to obtain original contract speeds in keeping with safe practice.

8. In the presence of The Owner's representative, demonstrate:
  - i. firefighter's service and emergency service;
  - ii. audio equipment;
  - iii. emergency power operation;
  - iv. attendant operation, independent service operation and any other emergency service operation;
  - v. dispatching features, together with door protection features.
9. Test all redundancy circuits to verify their proper operation. Record results of test in log book.
10. Test the emergency recall operation to recall floor and in-car emergency service for proper operation.
11. Clean and test safety switches.
12. Verify traction monitoring system.
13. Test car safeties.
14. On hydraulic elevator test the relief valve setting for compliance. Re-seal valve if seal is broken.
15. Visually inspect exposed hydraulic cylinders. Cylinders which are not exposed shall be tested for leakage.
16. On hydraulic elevators, check and adjust valves as per manufacturer's recommendations.
17. Check condition of hydraulic fluid and replace if necessary.
18. Verify operation of plunger grippers.
19. Carry out Category 1 tests as identified in Code Adoption document.

## **24. THIRTY-SIX MONTH INTERVALS**

1. Carry out Category 3 tests as identified in Code Adoption document.
2. Wash off all elevator machinery in machine room. Paint all machinery with Low Odour machinery enamel. Colour to suit Proponents Corporate paint colour.
3. For geared machines, drain the gear case oil, flush out gear case, refill with new approved type gear oil.

## **25. SIXTY MONTH INTERVALS**

1. Carry out Category 5 tests as identified in Code Adoption document. Equipment or building damage resulting from these tests, will not be the responsibility of The Contractor, if the tests were carried out with due diligence. This provision is accepted by both parties as negating the need for a test waiver.
2. Wash off all elevator machinery in machine room. Paint all machinery with Low Odour machinery enamel. Colour to suit Proponents Corporate paint colour.
3. Test governor pull-through force to verify that the governor rope pull-through force is at least 67% greater than the force required to activate the safety or to trip the governor-rope releasing carrier, and not greater than 20% of the ultimate strength of the governor rope.
4. Test safeties and governors with rated load in car.
5. Test machine brake with 125% load in car (or as required by Code). Verify the brake setting in accordance with the information posted on the brake setting data plate.
6. Test governor pull-through force each time that the seal on the governor is disturbed or there is indication that the pull-through force does not conform to Code, and after the governor rope is replaced.
7. For installations where a "life Jacket" hydraulic plunger safety device is installed, test the over-speed and loss of pressure devices with the full load in the car as per manufacturer's recommendations and procedures.
8. Test the overspeed valve (where provided) for compliance. Re-seal valve if seal is broken.

## **26. DELIVERABLES**

The Contractor must provide a Service Sheet for each testing and inspection work to verify its completion. The Service Sheets must be signed by an authorized representative of AAFC. The reports must list any unsatisfactory conditions with recommendations for the appropriate, corrective action.

## 27. DESCRIPTION OF SERVICED EQUIPMENT

Building Number	Installation Number	Type	Manufacturer
18	078892	Freight, Handicap, Passenger	Concord (2002)
20	10175	Freight	Otis - Fensom
20	10176	Passenger	(2001) Delco Car, MFS90-SCR-1 Controller
20	10534	Freight	Peele
20	10535	Passenger	J and E Hall (2006) MCE Controller, Holister-Whitney
20	10536	Passenger	J and E Hall (2006) MCE Controller, Holister-Whitney
20	70556	HC Lift	Concord PAL 1:2
21	64416	Freight	Northern
22	10124	Freight	Otis (1953)
22	10125	Passenger	Otis (1953) APV Canada
49	10830	Passenger	Montgomery (1961 approx.)
50	10634	Freight	Otis (1961 approx.)
55	77483	HC Stair Lift	Xpress - II
55	77824	Passenger	Delta
57	80140	Passenger	Schindler 330A
59	77069	Passenger	Northern (2001)
74	10158	Dumbwaiter	Otis
74	75312	HC Lift	Garaventa Xpress 11
94	64576124	Passenger	Otis G2S 2520R (2013)
99	74496	Dumbwaiter	D.A. Matot. #1011111

**APPENDIX C**

**BASIS OF PAYMENT**

**Year 1  
(July 1, 2016 to March 31, 2017)**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 9=	\$
20	10175	Freight	Monthly	\$ X 9=	\$
20	10176	Passenger	Monthly	\$ X 9=	\$
20	10534	Freight	Monthly	\$ X 9=	\$
20	10535	Passenger	Monthly	\$ X 9=	\$
20	10536	Passenger	Monthly	\$ X 9=	\$
20	70556	HC Lift	Bi-monthly	\$ X 5=	\$
21	64416	Freight	Monthly	\$ X 9=	\$
22	10124	Freight	Monthly	\$ X 9=	\$
22	10125	Passenger	Monthly	\$ X 9=	\$
49	10830	Passenger	Monthly	\$ X 9=	\$
50	10634	Freight	Monthly	\$ X 9=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 9=	\$
57	80140	Passenger	Monthly	\$ X 9=	\$
59	77069	Passenger	Monthly	\$ X 9=	\$
74	10158	Dumbwaiter	Monthly	\$ X 9=	\$
74	75312	HC Lift	Bi-monthly	\$ X 5=	\$
99	74496	Dumbwaiter	Monthly	\$ X 9=	\$
<b>TOTAL YEAR 1</b>					<b>\$</b>
<b>(Excluding Taxes)</b>					

**Year 2**  
**(April 1, 2017 to March 31, 2018)**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 12=	\$
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	10158	Dumbwaiter	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL YEAR 1 \$</b> <b>(Excluding Taxes)</b>					

**Option Year 1  
(April 1, 2018 to March 31, 2019)**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 12=	\$
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	10158	Dumbwaiter	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL YEAR 1 \$ (Excluding Taxes)</b>					

**APPENDIX 'D'**

**SECURITY REQUIREMENTS CHECKLIST**





Government of Canada / Gouvernement du Canada

SRCL 3025-042016

Contract Number / Numéro du contrat 16-2019
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>AAFC</b>	2. Branch or Directorate / Direction générale ou Direction Corporate Management Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>N/A</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>N/A</b>	
4. Brief Description of Work / Brève description du travail <b>Elevator service and maintenance of 19 elevating devices located at the Central Experimental Farm.</b>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103/2004/12)

Security Classification / Classification de sécurité
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat 16-2019
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat 16-2019
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Mike Pignat		Title - Titre Procurement/Contracts Officer	Signature 
Telephone No. - N° de téléphone 613-759-6157	Facsimile No. - N° de télécopieur N/A	E-mail address - Adresse courriel mike.pignat@canada.ca	Date April 11, 2016
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Lise Leresque-Masson		Title - Titre SECH Coordinator	Signature 
Telephone No. - N° de téléphone 613-773-4664	Facsimile No. - N° de télécopieur 613-773-4488	E-mail address - Adresse courriel lise.leresque-masson@cgf.ca	Date April 12, 2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Mike Pignat		Title - Titre Procurement/Contracts Officer	Signature 
Telephone No. - N° de téléphone 613 759-6157	Facsimile No. - N° de télécopieur N/A	E-mail address - Adresse courriel mike.pignat@canada.ca	Date April 11, 2016
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date