



Request for Proposal (RFP): 01B46-17-177

FOR THE PROVISION OF

Fire Alarm and Sprinkler Systems Maintenance

FOR

Kentville Research and Development Centre
32 Main Street Kentville, Kentville, NS, B4N 1J5

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

**On March 8, 2018 at the following
address:**

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre

TENDER RECEIVING UNIT

2001 Robert-Bourassa Blvd, Suite 671-TEN
Montreal, QC
H3A 3N2

Note: Tenders received at a location other than this one will be rejected.



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

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

2.0 SECURITY REQUIREMENTS

Before Contract award, the Security requirements must be met. The bidder should submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.2 and Part 3, Article 3.0 for additional information.

Until the security screenings of the Contractor's personnel required by this Contract have been completed satisfactorily by Industrial Security Division (ISD), Contractor personnel **MAY NOT HAVE ACCESS** to sensitive (CLASSIFIED/DESIGNATED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

3.0 INTERPRETATION

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



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



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two (2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



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

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

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

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the



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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

10.0 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site.

The site visit will be held on February 13, 2018 at 9:00 AM at the Kentville Research and Development Centre located at 32 Main Street, Kentville, NS.

Bidders will be requested to sign an attendance form.

Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

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

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date indicated on the cover page of this RFP**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

Section 1	Technical Proposal	1 original hard copy
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

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



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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

- 4.1 In the Technical Proposal, the Bidder should demonstrate how they meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

4.2 Security Requirements

4.2.1 Security Profile Verification

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

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

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

Beyond the above mentioned issues, The Bidder have however the option to complete the form at their sole discretion at this point and provide the forms with their proposal.

Should a Bidder decide to complete the required information, *the initiative will only accelerate the transmission of the required documents by 2 or 3 weeks*. Whichever option the Bidder chooses, the decision has no bearing or influence on the technical team evaluation.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall complete and sign the tables of Appendix C (Basis of Payment)

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

- 5.1 The Bidder may revise his/her tender by facsimile, or email, provided it is received before the RFP Closing Time. Any change resulting in an increase in the RFP price must be supported by a suitable increase in the security deposit.

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid.



6.0 CERTIFICATION REQUIREMENTS (Section 3)

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

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

7.0 EVALUATION PROCEDURES

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

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B46-17-177, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENTS

There is a security requirement associated with the work.

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

4.0 CONTRACT PERIOD

4.1 The Contract shall be from April 20, 2018 to April 19, 2019.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to four (4) additional one (1) year periods under the same terms and conditions.

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



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

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

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Jean-François Lemay
Contracting agent
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,
Montréal, Qc, H3A 3N2
Tel.: 514-315-6196
Fax: 514-283-1918
E-mail: jean-francois.lemay@agr.gc.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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



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

8.0 PRIORITY OF DOCUMENTS

- 8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:
1. The article of agreement;
 2. The Statement of Work, Appendix B hereof;
 3. The General Conditions, Appendix A hereof;
 4. Basis of Payment, Appendix C hereof;
 5. Certification Requirements, Appendix E
 6. Request for Proposal number 01B46-17-177;
 7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to



own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

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



11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

- 11.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- (a) AAFC's premises;
 - (b) Documentation;
 - (c) Personnel for consultation;
 - (d) Office space, telephones, desk space, manuals and terminals.
- 11.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel.
- 11.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor, no more than once per month, in accordance with Appendix C (Basis of Payment) for Work performed pursuant to the Contract.
- 13.2 Materials/Replacement parts – Limitation of expenditures

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

In no event shall the total amount of Material and Replacement Parts, including the mark-up, exceed the maximum \$5,000.00 per year (plus taxes).

This limitation is in no way a guarantee that will be paid under any resulting.

14.0 DIRECT DEPOSIT

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

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



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

15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

16.0 MANDATORY CERTIFICATIONS

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

17.0 NON-PERMANENT RESIDENT

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

17.1 (CANADIAN CONTRACTOR)

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

17.2 (FOREIGN CONTRACTOR)

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



18.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

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

4.3 The Contractor shall:

- (a) Carry out the Work in a diligent and efficient manner;
- (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.

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

GC5. Inspection and Acceptance

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

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

GC6. Amendments and Waivers

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

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

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

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

GC7. Time of the Essence

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

GC8. Excusable delay

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

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

GC9. Termination of convenience

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

GC10. Termination due to Default of Contractor

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

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

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

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

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

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

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

GC16. Records to be kept by Contractor

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

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

- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

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

GC18. Right of Set off

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

GC19. Assignment

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

GC20. Subcontracting

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

GC21. Indemnification

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).
- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

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

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Criminal Offense

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

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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



APPENDIX B – STATEMENT OF WORK

1 Requirement:

For the supply of all labour, material, equipment, transportation and supervision necessary to provide Legislated Fire System Testing and Certification, for Agriculture and Agri-Food Canada (AAFC), Kentville Research Centre, 32 Main Street, Kentville, Nova Scotia, as and when requested, during the period of the Standing Offer.

2 Background:

The Kentville Research Centre is one of 18 Agriculture and Agri-Food Canada Research Centre's across the country.

The Research Centre operates on a five day basis from 0800 to 1630 hours, although some experiments are conducted around the clock over extended periods of time.

3 Codes and Legislated Requirements:

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

Treasury Board of Canada

Canada Standards Association

Canadian Environmental Protection Act

National Building Code of Canada

National Fire code

Part II of the Canada Labour Code

Canadian Occupational Safety and Health Section of Part II of the Canada labour Code

Fire Commissioner of Canada FC 301 Standard for Construction Operations

Provincial and Territorial Acts and Regulations

Canadian Construction and Labour Safety Codes; Provincial Government Workers'

Compensation board and Municipal Statutes and Authorities

Canadian Electrical Code, Part I, CSA 22.1-1998

Canadian Plumbing Code

Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specification Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations

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



4 Scope of Work

Scheduled testing and inspections dates required under this contract.

Annual Fire Alarm System Testing and Inspection	Work to be completed with the Month of September, A specific date to be determined by Facilities Manager three weeks in advance .
Monthly Fire Alarm System Testing and Inspection	Work to be completed on the first Monday of the Month, All work that will occur on a civic holiday will be rescheduled by Facilities Manager, Fire Alarms will be tested at 7:00 AM
Annual Sprinkler Testing and Inspection	Work to be completed with the Month of September, A specific date to be determined by Facilities Manager three weeks in advance
Annual Fire Pump Testing and Inspection	Work to be completed with the Month of September, A specific date to be determined by Facilities Manager three weeks in advance
Annual Fire Hydrant Testing and Inspection	Work to be completed with the Month of September, A specific date to be determined by Facilities Manager three weeks in advance

4.1 Annual Fire Alarm System Test and Inspection (Unassisted)

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

- a) 100% Transponder Tests on all applicable Transponders.
- b) 100% Panel Tests on all applicable Panels.
- c) 100% Annunciator Tests on all command center.
- d) All Smoke Detectors checked for proper operation using “Multi-Mist™” “Smoke-up™” dry aerosol only.
- e) Smoke detectors will be visually inspected for cleanliness. When required, cleaning shall be in accordance with manufacturer’s recommendations.
- f) Each smoke detector sensitivity valve shall be tested to confirm that it is within its operated range, using manufactures recommend test procedures.



- g) A smoke detector whose sensitivity is not within the required operating range shall be cleaned, and sensitivity re tested, and if still not within its rated sensitivity will be replaced. (responsibility of owner)
- h) Sensitivity results and/or cleaning dates are to be recorded for each device.
- i) The sampling tube differential pressure in air duct type smoke detectors shall be tested to confirm that it is within manufacture's specified limits.
- j) Restorable heat detectors will be tested with a heat lamp c/w built in one minute time delay and proper temperature distribution.
- k) Non restorable heat detectors shall have the circuits tested by simulating its electrical operation at the wiring connection.
- l) All Pull Stations checked for proper operation. Single stage and two stage operations.
- m) All Visual and Audible Signals to be activated for proper operation.
- n) All Sprinkler Water flow Detecting Devices (pressure and/or paddle type) including associated input circuits, shall be tested by an appropriate water flow means and time delay setting shall be recorded in the individual device record.
- o) Each shut off valve position supervisory switch shall be tested to determine that within two turns of the valve handle, or when the stem of the valve has moved 20% from its normal position, it shall result in an audible common trouble signal and a visual indication.
- p) Each pressure device shall be inspected and tested to confirm the operability by decreasing/increasing pressure beyond the set limit resulting in a audible trouble signal and a visual indication.
- q) Each power loss supervisory device shall be tested by disconnecting the main power supply to the equipment, resulting in an audible trouble signal and visual indication.
- r) Other fixed type extinguishing systems that are connected to the fire alarm control unit, the owner to coordinate the operation of the output contracts to verify it initiates the specified system functions at the fire alarm control unit (e.g., alarm, trouble).
- s) One device to be disconnected in each zone to determine proper supervision of wiring.
- t) Above listed items are some of the required annual inspections procedures, complete documentation of the entire Fire Alarm Test and Inspection will be supplied at completion of inspection.

4.2 Unassisted Test and Inspection

- a) Two trained technician(s) will perform the test and inspection without direct assistance from the Facilities Manager. All ALARM testing to be done outside of regular hours.
- b) The AAFC will provide access to all peripheral equipment. Should access not be available, the Facilities Manager will be responsible for any lost time.
- c) Should special equipment (i.e. – Jinni Boom, Scaffolding, etc.) be required to perform the test and inspection, AAFC will provide the necessary equipment on request only by The Contractor.



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

4.3 Monthly Fire Alarm Test and Inspection

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

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

4.4 Annual Sprinkler System Test and Inspection

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

Common:

- a) Inspect and test Control Valves to ensure that they are in the appropriate open or closed position.
- b) Check valves that are in the normally opened position to ensure that they are locked, or equipped with a Tamper Switch.
- c) Conduct Main Drain Flow Test of the sprinkler system water supply.



- d) Inspect and test associated access pressure pumps and jockey pumps to ensure that they are in good condition and can perform intended function.
- e) Inspect Fire Departments connections to ensure that they are in good condition (i.e., couplings free, caps in place, etc.)
- f) Inspect and test that water motor gong, electric alarms and supervisory alarm test satisfactorily.
- g) Check spare sprinkler heads and wrench.
- h) Supply a complete set of documentation of the Test and Inspection.

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

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

4.5 Annual Fire Pump Test and Inspection

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

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

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

4.6 Annual Fire Hydrant Test and Inspection

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



5 Appendix A Terms and Conditions of Work:

- 5.1 The Contractor upon award of service contract shall furnish the Facility Manager (or designated representative) a copy of the Contractors Workers Compensation Certificate and Liabilities.
- 5.2 Only Certified Fire System Technicians shall perform the repairs.
- 5.3 Services is to be provided by one (1) technician at a time only, unless a specific request is made in writing to the Facility Manager (or designated representative) and approved by the Facility Manager (or designated representative).
- 5.4 Upon award of Standing Offer AAFC will submit the names of the people proposed to do the work, as listed in the mandatory section, to Government of Canada's Security to undergo screening for enhanced security clearances. No employee of the Contractor shall be allowed on site until clearances have been established. This requirement must be updated when staff changes occur. The contractor to pay all costs incurred.
- 5.5 The Contractor shall report to the Facility Manager (or designated representative) upon arrival on site and sign in at the Reception desk.
- 5.6 The Contractor must be available 24 hours a day, 7 days a week, via phone, cell phone or pager number.
- 5.7 The Contractor must be on site within 3 hour from the time a phone call for services has been initiated by Facilities Manager.
- 5.8 The Contractor shall warrant all services performed under this contract will at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the work or any portion thereof, it shall be at no cost to AAFC, and any work corrected or replaced by the Contractor shall be subject to all provisions of the Standing Offer to the same extent as work initially performed. The warranty is "one year for parts and 90 days for labour."
- 5.9 The Contractor will be responsible for maintaining the integrity of the existing facility. Any damages caused by the Contractor must be repaired or replaced to its original condition.
- 5.10 The Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures of all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.
- 5.11 The Contractor shall execute the work with minimum disturbance to the occupants, public and normal use of the building.
- 5.12 Protect and maintain existing active services.
- 5.13 Any shutdown to execute service or repair must first be approved by the Facility Manager or his designate.
- 5.14 Power activated devices using explosives shall not be used.
- 5.15 The Contractor shall at his own cost, remove and dispose of debris, used and obsolete material on completion of work.



- 5.16 The Contractor shall supply all tools and equipment required to provide work under the Standing Offer.
- 5.17 Equipment and materials must be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
- 5.18 Additions, relocations or removal of equipment or systems are to recorded, dated and initialed by the Contractor on the "as-built" prints where applicable.
- 5.19 The Contractor shall submit a detailed work order detailing the work undertaken to the Facility Manager (or designated representative) before leaving the site.
- 5.20 The Contractor shall provide AAFC an invoice complete with a detailed breakdown of all parts, material and labour used. This invoice must clearly reference all work sheets associated with the call-up.
- 5.21 The Contractor may, upon request, provide AAFC with a wholesalers invoice complete with parts pricing.
- 5.22 While on-site, Contractor and Contractor's employees shall adhere to all AAFC's safety and workplace policies. A copy of the policy will be provided to the Contractor by the Facilities Manager (or designated representative).
- 5.23 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.
- 5.24 The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well-being of his/her employees. Copies shall be made available to the Departmental Representative.
- 5.25 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Facilities Manager.
- 5.26 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
- 5.27 The Contractor shall ensure all workers authorized to enter the work site are notified of and abide by the posted Safety Plan, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
- 5.28 The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.
- 5.29 All of the Contractor's employees working with controlled products on Federal property and/or in Federal facility will require WHMIS certification
- 5.30 All Contractors must provide a copy of the Material Safety Data Sheet (MSDS) to the Facilities Manager (or designated representative).
- 5.31 The Contractor may be required to provide a written estimate for repair work and new installations to the Facilities Manager (or designated representative) when needed.



- 5.32 This Standing Offer does not create an exclusive right of the Contractor to perform all the work that may be required. AAFC reserves the right to have any work done by other means.
- 5.33 AAFC reserves the right to supply the Parts and Material to the Contractor. All materials must be approved by the Facility Manager (or designated representative) prior to ordering or installation.

6 Appendix B EQUIPMENT AND DEVICE LISTS

Fire Protection Equipment

6.1 Blair House

Panel- Edwards EST1 Note: Interconnected to Heating Plant Panel

Devices

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



HALLWAY	SMOKE DETECTOR - IONIZATION
BELL CIRCUITS	
BASEMENT	BELL
BASEMENT	END OF LINE RESISTORS
STAIRCASE AT MAIN ENTRANCE	BELL
TOP OF MAIN STAIRCASE	BELL

6.2 Main Building
Panel- Simplex 4010

Devices

ZONE 1 - MECH ROOM A-1	
MECH ROOM #1	MANUAL PULL STATION
MECH ROOM #1 (HEATING PLANT SIDE)	MANUAL PULL STATION
MECH ROOM #1	END OF LINE RESISTORS
ZONE 2 - A-1 PULL STATIONS	
RECEIVING	MANUAL PULL STATION
CORRIDOR TO MECH ROOM 1	MANUAL PULL STATION
CORRIDOR NEAR B-131 OR A-105	END OF LINE RESISTORS
CORRIDOR NEAR B-131 OR A-105	MANUAL PULL STATION
ZONE 3 - B-1 PULL STATIONS	
MAIN ENTRANCE	MANUAL PULL STATION
CORRIDOR TO CI NEAR CAFETERIA	MANUAL PULL STATION
EXIT TO CI NEAR CAFETERIA	MANUAL PULL STATION
NEAR ROOM B144	MANUAL PULL STATION
NEAR ROOM B125	MANUAL PULL STATION
IN B1	END OF LINE RESISTORS
ZONE 4 - C-1 PULL STATIONS	



GREENHOUSE	MANUAL PULL STATION
GREENHOUSE	MANUAL PULL STATION
WEST EXIT	MANUAL PULL STATION
ROOM 2149	MANUAL PULL STATION
WEST EXIT	END OF LINE RESISTORS
NEAR GREENROOM D 214	MANUAL PULL STATION
ZONE 9 - C-3 PULL STATIONS	
SOUTH STAIRS NEAR COMPUTER ROOM	MANUAL PULL STATION
WEST STAIRS	MANUAL PULL STATION
NEAR NORTH STAIRS	MANUAL PULL STATION
ZONE 10 - C-4 PULL STATIONS	
	MANUAL PULL STATION
PENTHOUSE	MANUAL PULL STATION
PENTHOUSE	END OF LINE RESISTORS
ZONE 11 - HEATING PLANT LV. 1	
MAIN ENTRANCE	MANUAL PULL STATION
CORRIDOR BY LUNCH ROOM TO STAIRS	MANUAL PULL STATION
EXIT FROM BOILER ROOM	MANUAL PULL STATION
FIRE PUMP ROOM	MANUAL PULL STATION
SIDE EXIT FROM BOILER	MANUAL PULL STATION
ZONE 12 - HEATING PLANT LV. 2	
MEZZ. BOILER ROOM	MANUAL PULL STATION
FAN ROOM/FREEZER ROOM EXIT	MANUAL PULL STATION
LAB REAR EXIT	MANUAL PULL STATION
LAB EXIT	MANUAL PULL STATION
MEZZANINE LOADING	MANUAL PULL STATION
ZONE 13 - MAIN ELECTRICAL ROOM A1	
ELECTRICAL ROOM A1	HEAT DETECTOR - FIXED TEMPERATURE
ELECTRICAL ROOM A1	HEAT DETECTOR - FIXED TEMPERATURE



ZONE 14 - SPRINKLER BLOCK C/D	
SPRINKLER RISER MECH. 1	SPRINKLER PRESSURE SWITCH
ZONE 15 - SPRINKLER BLOCK A/B	
SPRINKLER RISER MECH. 1	SPRINKLER PRESSURE SWITCH
SPRINKLER RISER MECH. 1	END OF LINE RESISTORS
ZONE 16 - SPRINKLER HEATING PLANT	
BEGINNING OF TUNNEL TO OTHER BUILDING	SPRINKLER PRESSURE SWITCH
BEGINNING OF TUNNEL TO OTHER BUILDING	END OF LINE RESISTORS
ZONE 17 - SPARE	
ZONE 18 - SMOKE DETECTORS A-1 MECH RM. 1	
SUPPLY AIR 1A COLD DECK MECH RM #1	DUCT SMOKE DETECTOR
RETURN AIR 1A COLD DECK MECH ROOM #1	DUCT SMOKE DETECTOR
SUPPLY AIR 1B HOT DECK MECH RM #1	DUCT SMOKE DETECTOR
RETURN AIR 1B HOT DECK MECH RM #1	DUCT SMOKE DETECTOR
SUPPLY AIR 2 (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 2 (NEW)	DUCT SMOKE DETECTOR
SUPPLY AIR 3 (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 3	DUCT SMOKE DETECTOR
RETURN AIR 4	DUCT SMOKE DETECTOR
SUPPLY AIR 4 (NEW)	DUCT SMOKE DETECTOR
MECH ROOM A-1	END OF LINE RESISTORS
ZONE 19 - SMOKE C-1 MECH. ROOM 2	
SUPPLY AIR 5A (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 5A (NEW)	DUCT SMOKE DETECTOR
C1	END OF LINE RESISTORS
SUPPLY AIR 5B (NEW)	DUCT SMOKE DETECTOR
RETURN AIR 5B (NEW)	DUCT SMOKE DETECTOR



SUPPLY AIR 6	DUCT SMOKE DETECTOR
RETURN AIR 6	DUCT SMOKE DETECTOR
ZONE 20 - SMOKE D-2 MECH. ROOM 3	
MECH RM #3 SUPPLY AHU # 7	DUCT SMOKE DETECTOR
ENTRANCE TO MECH RM #3 RETURN AHU #7	DUCT SMOKE DETECTOR
GLASS STORAGE	END OF LINE RESISTORS
ZONE 21 - SMOKE HEATING PLANT	
MEZZ. SUPPLY 8	DUCT SMOKE DETECTOR
MEZZ. SUPPLY 8	DUCT SMOKE DETECTOR
MEZZ.	END OF LINE RESISTORS
ZONE 22 SMOKE DETECTORS IN PIPECHASE	
SERVICE CORE	SMOKE DETECTOR - PHOTOELECTRIC
SERVICE CORE	SMOKE DETECTOR - PHOTOELECTRIC
SERVICE CORE	END OF LINE RESISTORS
ZONE 23 - MAIN ENTRANCE	
ABOVE RECEPTION	SMOKE DETECTOR - PHOTOELECTRIC
ABOVE RECEPTION	SMOKE DETECTOR - PHOTOELECTRIC
ABOVE RECEPTION	END OF LINE RESISTORS
ZONE 24 - CHEMICAL STORAGE	
MAIN FOYER	HEAT DETECTOR - FIXED TEMPERATURE
ALCOHOL STORAGE	HEAT DETECTOR - FIXED TEMPERATURE
STORAGE ROOM 1	HEAT DETECTOR - FIXED TEMPERATURE
STORAGE ROOM 2	HEAT DETECTOR - FIXED TEMPERATURE
CHEMICAL STORAGE	END OF LINE RESISTORS



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



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



C BLOCK WEST	END OF LINE RESISTORS
ZONE 38 - STAIR #6	
HEATING PLANT	SMOKE DETECTOR - PHOTOELECTRIC
HEATING PLANT	END OF LINE RESISTORS
ZONE 39 - BLAIR HOUSE	
BLAIR HOUSE	RELAY
PILOT PLANT SUPPRESSION RELEASED AT EXHAUST HOOD	INTERFACE ADDRESS MODULE
4009 NAC EXTENDER (NAC #5 PESTICIDE BLDG BELLS)	NOTIFICATION APPLICATION CIRCUIT
C1 - BELLS	
MECH. ROOM 1 - B	BELL
MECH. ROOM 1 - B	BELL
MECH. ROOM 1 - B	BELL
MECH. ROOM 2 - B	BELL
MECH. ROOM 2 - B	BELL
NEAR C-130 - B	BELL
NEAR C-101 - B	BELL
CORRIDOR NEAR C107 - B	BELL
C3 CORRIDOR NEAR NORTH STAIR - B	BELL
NEAR C204 - B	BELL
NEAR C215 - B	BELL
NEAR C234 CORRIDOR - B	BELL
NEAR C258 CORRIDOR - B	BELL
NEAR C304 - B	BELL
CORRIDOR NEAR C115 - B	BELL
CORRIDOR NEAR C354 - B	BELL
CORRIDOR NEAR C336 - B	BELL
PENTHOUSE C4 - B	BELL
PENTHOUSE C4 - B	BELL
HEAT PLANT CORRIDOR LUNCH ROOM - B	BELL
BOILER ROOM - B	BELL
FIRE PUMP ROOM - B	BELL
SIDE EXIT BOILER ROOM - B	BELL
MEZZ. BOILER ROOM - B	BELL



MEZZ. - B	BELL
C - 262	HORN - KLAXTON TYPE
PHOTO LAB	HORN - KLAXTON TYPE
PHOTO LAB	HORN - KLAXTON TYPE
CONTROL ROOM / HEATING PLANT	BELL
D2 - BELLS (S.U.B.PANEL)	
GREENHOUSE	BELL
GREENHOUSE	BELL
GREENHOUSE	BELL
GREENHOUSE #3	BELL
GREENHOUSE 4	BELL
GREENHOUSE	BELL
GREENHOUSE	BELL
NEAR CORRIDOR ROOM D	BELL
NEAR STERILIZER ROOM	BELL
ROOM 2149 GROWTH CABINETS	BELL
MECHANICAL ROOM 3	HORN - KLAXTON TYPE
CORRIDOR (GREENHOUSE) NEAR 2149-24 STORAGE	BELL
B2 - BELLS	
CORRIDOR NEAR D202	BELL
CORRIDOR NEAR LIBRARY	BELL
CORRIDOR NEAR B-246	BELL
CORRIDOR NEAR B-236	BELL
CORRIDOR NEAR B-217	BELL
CORRIDOR MAIN LOBBY	BELL
NEAR B276	BELL
B1 BELLS	
CORRIDOR NEAR B-119	BELL
CORRIDOR NEAR B-154	BELL
CORRIDOR NEAR B-103	BELL
CORRIDOR NEAR B-148	BELL
CORRIDOR NEAR CAFETERIA	BELL
A1 NEAR MECH. ROOM 1 & A1016 TOOL STORAGE	BELL
NEAR B-134	BELL
NEAR B-131	BELL
A2 PROCESSING	BELL
A2 STORAGE (NEAR RECEIVING)	BELL



COOLER 1042 IN RECEIVING	HORN - KLAXTON TYPE
COOLER 1039 IN RECEIVING	HORN - KLAXTON TYPE
Elevator Shaft Device S (smoke) Circuit No. M1-86	Smoke Detector - PHOTOELECTRIC

6.3 Wet Systems

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

6.4 FIRE PUMPS

New Fire Pump Number: 1
Centrifugal Pump
Model No. 6AEF14
GPM – 1000
Stage – One
Impeller Diameter: 11.77 inches
Serial Number: 9927090882-10A
Rated BHP: 43
Maximum Suction: 100psi
Maximum BHP: 49
Maximum PSI: 62

Fire Pump Controller: Torna Tech Electric Fire Pump Controller
Model No: GPU-600/50/3/60



Electric Fire Pump Number: 2

Frame: 326TS

HP: 50

Volts: 575

HZ: 60

RPM: 1770

PH: 3

Amp: 50

Serial: 169231

Code: TV3615

Centrifugal Pump (Fairbank Morse)

Stage - One

F. Fire Pump: 5824

GPM: 1000 at 55 psi.

Pos. suction: 50

BHP: 56.1

RPM: 1770 at 66 psi.

inch dia. Imp. 12.35

Serial #: K3D1603270

1. Fire Pump Controller: Torna Tech Electric Fire Pump Controller



Model No: GPU-600/50/3/60

6.5 Hydrants

9 Model M67 McAvity Hydrants

1 Model M59M McAvity Hydrant



APPENDIX C – BASIS OF PAYMENT

PART A – RATES OFFERED FOR THE DURATION OF THE CONTRACT

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

*** Prices to exclude taxes ***

1. Legislated Fire System Testing and Certification

	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Annual Fire Alarm System Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)
Annual Sprinkler Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)
Annual Fire Pump Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)
Annual Fire Hydrant Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)
Monthly fire Alarm System Testing and Inspection	\$ (Per month)	\$ (Per month)	\$ (Per month)	\$ (Per month)	\$ (Per month)



2. Hourly rates for On-Demand Services (Service calls)

On-Demand Services have all-inclusive hourly rates regardless of day of the week or time of the day.

	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Certified Fire Alarm Technician	\$ (Per hour)				
Certified Sprinkler System Technician	\$ (Per hour)				

3. Materials and Replacement Parts

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

In no event shall the total amount of Material and Replacement Parts, including the mark-up, exceed the maximum \$5,000.00 per year.

	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Mark-up (Up to 10%)	Markup _____%				

Signature

Name and address of Company:

Bidder's Name: _____

Bidder's Position: _____

Signature: _____



**APPENDIX C BASIS OF PAYMENT
PART B – FINANCIAL EVALUATION**

This section will not be part of the Standing Offer, it is for evaluation purposes only (determination of the lowest bidder). Rates in this section should be identical to the rates submitted in Appendix C, Part A

1. Legislated Fire System Testing and Certification

	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4	TOTAL (Year 1 to year 5)
Annual Fire Alarm System Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (For the 5 years)
Annual Sprinkler Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (For the 5 years)
Annual Fire Pump Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (For the 5 years)
Annual Fire Hydrant Testing and Inspection	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (Per year)	\$ (For the 5 years)
TOTAL of all Annual Testing and Inspection for the 5 years Total 'A'						\$



Monthly fire Alarm System Testing and Inspection	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4	TOTAL of monthly fire Alarm System Testing and Inspection for the 5 years
	\$ (* Per year)	\$ (* Per year)	\$ (* Per year)	\$ (* Per year)	\$ (* Per year)	\$ (For the 5 years) Total 'B'

* 12x the monthly rate of the corresponding year, as submitted in Appendix C, Part A

2. On-Demand Services (Service Calls)

YEAR 1

	Unit of Measure	Rate	Estimate Usage	Estimated Totals Year 1 (Rate x Estimated Usage)
Certified Fire Alarm Technician	Per Hour		35	
Certified Sprinkler System Technician	Per Hour		25	
			Estimated Total – Year 1	

OPTION YEAR 1

	Unit of Measure	Rate	Estimate Usage	Estimated Totals Option Year 1 (Rate x Estimated Usage)
Certified Fire Alarm Technician	Per Hour		35	
Certified Sprinkler System Technician	Per Hour		25	
			Estimated Total – Option Year 1	



OPTION YEAR 2

	Unit of Measure	Rate	Estimate Usage	Estimated Totals Option Year 2 (Rate x Estimated Usage)
Certified Fire Alarm Technician	Per Hour		35	
Certified Sprinkler System Technician	Per Hour		25	
			Estimated Total – Option Year 2	

OPTION YEAR 3

	Unit of Measure	Rate	Estimate Usage	Estimated Totals Option Year 3 (Rate x Estimated Usage)
Certified Fire Alarm Technician	Per Hour		35	
Certified Sprinkler System Technician	Per Hour		25	
			Estimated Total – Option Year 3	

OPTION YEAR 4

	Unit of Measure	Rate	Estimate Usage	Estimated Totals Option Year 4 (Rate x Estimated Usage)
Certified Fire Alarm Technician	Per Hour		35	
Certified Sprinkler System Technician	Per Hour		25	
			Estimated Total – Option Year 4	

Estimated TOTAL of On-Demand Services for the 5 years Total 'C'	\$
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SUMMARY

TOTAL of all Annual Testing and Inspection for the 5 years

Total 'A'

+

TOTAL of monthly fire Alarm System Testing and Inspection for the 5 years

Total 'B'

+

Estimated TOTAL of On-Demand Services for the 5 years

Total 'C'

TOTAL of all services for the 5 years

(This amount will be compared against other receivable bids to determine the lowest cost)



APPENDIX D EVALUATION PROCEDURES & CRITERIA

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

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

- 1.1 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.2 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.3 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.4 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.5 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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

2.1 Mandatory requirement # 1

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

3.0 FINANCIAL PROPOSAL

Bidder is required to complete and sign the tables of Appendix C (Basis of Payment).



4.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidder with the lowest total cost for the 5 years will be awarded the contract.



APPENDIX E CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following:

Corporate full legal name: _____

Place of business (complete address): _____

Contact person: _____

Phone: _____

Email: _____

GST number: _____

Name

Signature

Date



B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date



D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date



F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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



Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date



G) JOINT VENTURES

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

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

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

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

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

3. Definition of joint venture

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

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

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

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

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.



Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

Name

Signature

Date



I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the “Policy”), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for



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

Certification:

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

Name

Signature

Date