

REQUEST FOR QUOTATION

FOR

SAFETY INSPECTION SERVICES

Agriculture & Agri-Food Canada
Research and Development Centre, SASKATOON SK
Research Farm, SASKATOON SK
Canada-Saskatchewan Irrigation Diversification Centre (CSIDC), OUTLOOK SK
Research Farm, MELFORT SK
Research Farm, SCOTT SK

Solicitation # 01R11-21-C046

Contracting Authority:
Agriculture and Agri-Food Canada

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1. Introduction & Scope

Agriculture and Agri-Food Canada (AAFC), Saskatoon Research and Development Center, has a requirement for Monthly Safety Inspection Services for emergency eyewashes and emergency showers, first aid kits and portable fire extinguishers at the following locations:

- Research & Development Centre, SASKATOON SK
- Reasearch Farm, SASKATOON SK
- Canada-Saskatchewan Irrigation Diversification Centre (CSIDC), OUTLOOK SK
- Research Farm, MELFORT SK
- Research Farm, SCOTT SK

2. Security Requirements

Prior to contract award, personnel requiring access to the work site(s) **must** EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada. The security clearance procedure will include fingerprinting and credit checks. Agriculture and Agri-Food Canada is not responsible for any costs which may be may be associated with this requirement.

3. Requests for Explanations

Direct requests for explanations to:

Natalie O'Neill, Senior Contracting Officer
E-mail: natalie.oneill@canada.ca

Any request for explanations regarding this Request for Quotation (RFQ), must be submitted, in writing, to the above on or before 12:00 pm local Regina time, **January 12, 2021** to allow sufficient time to provide a response. Enquiries or issues received after that time will not be answered. Oral explanations or instructions given will not be binding.

Any relevant questions, and the answers, will be posted on the Government Electronic Tendering System (GETS) Buy and Sell.

4. Modifications

Canada reserves the right to revise or amend this RFQ prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

5. R F Q Submission Deadline

Electronic Mail Submissions **MUST** be delivered to and received by the Contracting Authority no later than 2:00 p.m. CST (local Regina time) **January 26, 2021**. **Please Email your Submission to:**

Natalie O'Neill, Senior Contracting Officer
Agriculture & Agri-Food Canada
Western Service Centre

300 - 2010 12th Avenue
REGINA SK S4P 0M2

EMAIL: natalie.oneill@canada.ca AND
aafc.wscprocurement-csoapprovisionnement.aac@canada.ca

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Late submissions will not be considered. It is the responsibility of any company or individual submitting a bid to ensure submissions are received by the submission deadline.

6. Electronic Submissions

Electronic mail submissions will be accepted. The maximum email file size that AAFC is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted.

7. Payment for Submissions

No payment will be made for a submission in response to this RFQ.

8. Taxes

The Harmonized Sales Tax (HST) Goods and Services Tax (GST) and Provincial Sales Tax (PST) are not to be considered an applicable tax for the purposes of this RFQ.

9. Rejection of Submissions

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

10. Optional Site Visit

There will be Optional Site Visits held during the week of **January 4 – 8, 2021**. **Note that the site visits will be by appointment only**, and will be one (1) bidder per appointment. Bidders will be allowed a maximum of two (2) individuals to attend. Anyone sick and/or experiencing symptoms of COVID-19, or that should be self-isolating (see Government of Canada's online **COVID-19 Symptom Self-Assessment Tool**), must not attend.

Interested bidders are to meet at the Saskatoon Research & Development Centre, 107 Science Place, Saskatoon SK.

Please contact Steven Ambros, Facility Manager at (306) 385-9458 or email steven.ambros@canada.ca to notify Canada of your intent to attend.

Bidders are encouraged to attend the site visit where the services are to be rendered and make themselves familiar with the site and any conditions that may affect the nature or provision of the services required. Ignorance of the local conditions at no time will

constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

11. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

12. Reference Documents

The following Appendices are enclosed:

- A - General Conditions
- B - Statement of Work
- D - Submission Format
- E - Evaluation Method
- F - Certification Requirements
- G - Bid Document

The following Annex is enclosed:

- A – Guidance for Contractors Working in AAFC Buildings

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. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute

resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

GC43. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

GC44. Entire Agreement

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

Agriculture and Agri-Food Canada (AAFC), Saskatoon Research and Development Center, has a requirement for Monthly Safety Inspection Services for emergency eyewashes and emergency showers, first aid kits and portable fire extinguishers at the following locations:

- Research & Development Centre, 107 Science Place, SASKATOON SK
- Reasearch Farm, 410 Lowe Rd & Llewelyn Rd, SASKATOON SK
- Canada-Saskatchewan Irrigation Diversification Centre (CSIDC), 901 McKenzie Street South, OUTLOOK SK
- Research Farm, MELFORT SK, Highway 6 South
- Research Farm, SCOTT SK, Highway 374 South

OBJECTIVE:

Monthly safety inspection services are required to ensure all emergency eyewashes and emergency showers are operating within the specifications noted in ANSI Z358.1 (2014); to ensure all first aid kits are maintained as directed by Canada Occupational Health and Safety Regulations (COHSR) Part XVI - First Aid and the National Joint Council (NJC) OHS Directive – Part XVIII First Aid; and to ensure all fire extinguishers are maintained according the specifications noted in NFPA 10 (2013).

SERVICES REQUIRED:

The Contractor is required to provide the following services on a Monthly Schedule, in consultation with site representatives:

1. **Inspect eyewash and shower stations for each location as follows, ensuring:**
 - a) To flush a minimum of two minutes verifying water flows freely, in the correct direction, without leaks in apparatus or supply lines.
 - b) Water temperature remains within a 16-38C range.
 - c) Eyewash bottle stations are not expired and fluids are at correct levels.
 - d) Inspection tags are affixed to each eyewash and shower, and are kept current, recording each inspection.
 - e) A written report is provided to the AAFC site representative via email attachment detailing deficiencies by building, room and equipment location, and corrective action required.

SASKATOON

Eyewash Locations

107 Science Place

- Lab Wing Basement – 11
- Lab Wing First Floor – 11
- Lab Wing Second Floor – 14
- Lab Wing Third Floor – 9
- PGRC – First Floor – 1
- Headerhouse Basement – 4
- Headerhouse – 12

SASKATOON

Shower Locations

107 Science Place

- Lab Wing Basement - 2
- Lab Wing First Floor - 2
- Lab Wing Second Floor - 2
- Lab Wing Third Floor – 2
- Headerhouse Basement - 1
- Headerhouse First Floor - 8
- Headerhouse Second Floor - 4

SASKATOON
Eyewash Locations
410 Lowe Road

Field Services Building - 7
 Maintenance Shop – 1
 Pesticide Shed – 1
 Greenhouse – 1

SASKATOON
Shower Locations
410 Lowe Road

Field Services Building - 2
 Maintenance Shop - 1
 Pesticide Shed - 1

MELFORT
Eyewash Locations

Mechanic Shop – 1
 Agronomy (Field Lab) -1
 Chemical Shed – 1

MELFORT
Shower Locations

Mechanic Shop - 1
 Agronomy - 1
 Chemical Shed - 1

SCOTT
Eyewash Locations

Field Services Building -3
 Chemical Shed – 2

SCOTT
Shower Locations

Field Services Building - 1

OUTLOOK
Eyewash Locations

Pesticide Storage Building-1

OUTLOOK
Shower Locations

Pesticide Storage Building – 1

2. Inspect first aid kit and fire extinguishers as follows, ensuring:

- a) Each first aid kit is identified and located in a conspicuous location free of any obstruction.
- b) Each first aid kit is located in a dry and clean environment to avoid contamination.
- c) Each first aid kit contains only the materials as outlined in the table below according to the type of first aid kit:

Supplies and Equipment	Quantity According to Type of firstaid kit (Check the applicable kit)			
	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
1. Antiseptic swabs (10-pack)	1	1	4	1
2. Scissors: super shears	—	—	1	—
3. Bandages: adhesive strips	12	48	100	6
4. Plastic bags: waterproof, sealable	—	—	2	—
5. Bandages: triangular, 100 cm, folded	2	6	8	1
6. Blankets: emergency, pocket size	1	—	—	—
7. First Aid Kit Container	1	1	1	1
8. Dressings: combination, 12.7 cm x 20.3 cm	—	—	6	—
9. Dressings: compress, 7.5 cm x 12 cm	1	2	—	—
10. Dressings: gauze sterile 10.4 cm x 10.4 cm	4	12	24	2
11. Dressings: gauze, non-sterile 10.4 cm x 10.4 cm	10	40	200	—
12. Forceps: splinter	1	1	1	—
13. Gloves: disposable	4	8	40	—
14. Mouth-to-mouth resuscitation mask with one- way valve	1	1	1	—
15. Record book: First Aid	1	1	1	1
16. Scissors: bandage	1	1	—	—
17. Self-adhering gauze bandage: 7.5 cm x 4.5 cm	2	6	24	—
18. Tape: adhesive, 1.2 cm x 4.5 cm	—	—	—	1
19. Tape: adhesive, 2.5 cm x 4.5 cm	1	2	4	—
Additional supplies and equipment maintained outside of the kit itself (for remote work place)				
20. Blankets: bed type	—	—	2	—
21. Splint set	—	1	1	—
22. Stretcher	—	—	1	—

- d) Each first aid kit provides in close proximity:
 - i. names and contact information of the first aid attendants.
 - ii. transportation requirements for injured employees.
 - iii. telephone numbers for use in emergencies.
- e) To re-stock each first aid kit from AAFC supplied materials.
- f) To keep a record of AAFC supply inventory and advise Facility Manager when a re-stock of items is necessary.
- g) To maintain security seal on kits and ensure record of inspections is maintained on exterior of kit.
- h) Each fire extinguisher remains located in designated place and is mounted securely by appropriate bracket or cabinet.
- i) There is no obstruction to access or visibility to each fire extinguisher.
- j) The pressure gauge or indicator on each fire extinguisher is in the operable range.
- k) The fullness of each extinguisher is gauged by weighing or hefting.
- l) Inspection tags are affixed to each extinguisher and kept current, recording each inspection.
- m) A written report is provided to the AAFC site representative via email attachment detailing deficiencies by building, room and first aid kit and/or fire extinguisher location, and corrective action required.

SASKATOON

First Aid Kit Locations

107 Science Place

Admin Basement - 1
 Admin First Floor – 1
 Admin Second Floor – 1
 Admin Third Floor - 1
 Admin Fourth Floor -1
 Lab Wing Sub Basement – 2
 Lab Wing Basement – 2
 Lab Wing First Floor – 2
 Lab Wing Second Floor – 2
 Lab Wing Third Floor – 2
 Lab Wing Fourth Floor - 1
 PGRC – First Floor – 1
 Headerhouse Basement – 2
 Headerhouse First Floor - 7
 Headerhouse Second Floor - 4
 Veterinary Medicine building - 1

SASKATOON

Fire Extinguisher Locations

107 Science Place

Admin Basement – 4
 Admin First Floor – 4
 Admin Second Floor – 7
 Admin Third Floor – 4
 Admin Fourth Floor - 2
 Lab Wing Sub Basement – 22
 Lab Wing Basement - 21
 Lab Wing First Floor - 17
 Lab Wing Second Floor - 17
 Lab Wing Third Floor – 18
 Lab Wing Fourth Floor - 5
 Lab Wing Roof - 2
 Headerhouse Basement - 9
 Headerhouse First Floor – 13
 Headerhouse Second Floor – 10
 PGRC First Floor- 2

SASKATOON**First Aid Kit Locations****410 Lowe Road**

Field Services Building - 8
Maintenance Shop – 1
Pesticide Shed – 1
Greenhouse – 1
Carpenter Shop – 1

SASKATOON**First Aid Kit Locations****Llewelyn Road Farm site**

Main building – 1

MELFORT**First Aid Kit Locations**

Main Office/Admin – 1
Mechanic Shop – 1
Agronomy (Field Lab) - 3
Seed Processing – 1
Chemical Shed – 1
Carpenter Shop – 1

SCOTT**First Aid Kit Locations**

Field Services Building - 4
Chemical Shed – 1
Implement Shed – 1

SASKATOON**Fire Extinguisher Locations****410 Lowe Road**

Field Services Building - 17
Maintenance Shop - 7
Pesticide Shed - 5
Greenhouse - 3
Carpenter Shop -3
Building #2 – 3
Building #28 – 1
Building #3 – 5
Building #29 – 1
Building # 11 – 3
Fuel Pumps – 1

SASKATOON**Fire Extinguisher Locations****Llewelyn Road farm site**

Main building - 2

MELFORT**Fire Extinguisher Locations**

Main Office/Admin – 6
Mechanic Shop – 8
Agronomy – 21
Seed Processing - 4
Chemical Shed – 2
Carpenter Shop – 3
Farm Chemical Storage – 1
Pump House – 1
Wintering Barn – 2
Center Shed – 2
Forage/Cereals – 2
Quonset – 2
PFRA shed – 2
Fuel Pumps – 2

SCOTT**Fire Extinguisher Locations**

Field Services Building - 14
Chemical Shed – 4
Implement Shed – 2
Cold Storage – 2
Large Quonset – 2
Minor Use Shed - 2
Fuel Tanks - 1

OUTLOOK

First Aid Kit Locations

Pesticide Storage - 1
Main Office/Admin – 1
Workshop – 1
Greenhouse/Archrib – 2
Potato/Vegetable Handling – 2

OUTLOOK

Fire Extinguisher Locations

Pesticide Storage – 2
Main Office Admin – 4
Workshop – 2
Greenhouse/Archrib – 1
Potato/Vegetable Handling - 2
File Storage – 1
Small Equipment Storage – 1
Seed and Fertilizer Storage – 1
Equipment Storage – 1
Weather Station - 1

DELIVERABLES

Each Month, a formal written report in electronic format must be emailed to the Facility Manager of Each site detailing deficiencies and suggested corrective action for the site. The report must include the building, room number, location of equipment, type of equipment, details of deficiency and corrective actions required.

AAFC RESPONSIBILITY

AAFC will be responsible to provide a stock of supplies required for refilling first aid kits and eyewash stations.

CONTRACT PERIOD

The initial Term of the Contract will be for a one (1) year period.

The Contractor grants to Canada the irrevocable options to extend the period of the Contract by up to three (3) additional one (1) year periods under the same terms and conditions. Canada may exercise these options by sending a written amendment to the Contractor within 30 calendar days prior to the Contract Expiry date, or any extension of the Contract.

The Contractor agrees that during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

The option periods may only be extended by the Contracting Authority through a formal written Contract Amendment.

Canada is not obliged to exercise any option period(s).

SITE CONTACTS

Available upon contract award

TRAVEL

All costs incurred for Travel to satisfy the terms of the contract must be built into the cost of the services. Travel cannot be charged directly and separately and will not be paid as a separate item.

SECURITY

Personnel requiring access to the work site(s) **must** EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada.

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED:

The Submission must be in two (2) separate Email Attachments, as follows:

- 1) The First Email Attachment labelled **RFQ 01R11-21-C046 – Safety Inspection Services, Saskatoon SK** MUST INCLUDE one (1) completed copy of each of the following:
 - A. Appendix E - Certification Requirements

- 2) The Second Email Attachment labelled **BID DOCUMENT - RFQ 01R11-21-C046 – Safety Inspection Services, Saskatoon SK** MUST INCLUDE one (1) completed copy of:
 - A. Appendix F - Bid Document
 - The cost shall be in Canadian funds and exclusive of any applicable Taxes.

EVALUATION METHOD

Appendix D

Submissions received will be assessed in accordance with the entire requirements of the Request for Quotation including the Evaluation Method specified below:

Mandatory Evaluation

It is understood by the parties submitting Submissions that, to be considered compliant:

- a) where the words “must”, “shall”, “should” or “will” appear in this RFQ, the clause is to be considered as a mandatory requirement.

Accordingly, only the compliant submissions will be given further consideration.

Financial Evaluation

Prices proposed must be submitted in accordance with Appendix F – Bid Document, and will be assessed as follows:

Step 1 - For each line item - Estimated # of Units (A) x Unit price (B) = Extended Cost (C)

Step 2 - Aggregate of Extended Totals = Evaluated Offer

Evaluation Procedure

All Bid Documents will be assessed and accepted on a low aggregate basis (Applicable tax extra). Low aggregate will be determined by extending and totaling the unit prices.

The lowest responsive Bidder will be recommended for award of the Contract.

CERTIFICATION REQUIREMENTS

Appendix E

The following certification requirements apply to this RFQ document. Bidders must include this Appendix with their submission and sign each certification below.

1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Bidders will accept Agriculture & Agri-Food Canada’s terms and conditions.

The General Conditions and Additional Terms and Conditions in Appendix A of this RFQ shall form part of the Resulting Contract.

Name Signature Date

2) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY / COLLEGE OR INDIVIDUAL)

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

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

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

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

Name Signature Date

8) FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE

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 \$5,000.00 including the Goods and Services Tax or Harmonized Sales Tax.

Name

Signature

Date

9) 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 Services and Procurement Canada (PSPC) 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 PSPC’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 PSPC 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.

LIST OF NAMES:

Bidders who are a '**sole proprietorship**' must provide the name of the owner(s).

Bidders who are '**incorporated**' must provide:

- a) a complete list of all persons who are owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a '**joint venture**' must provide a complete list of Company names under the Joint venture with:

- a) a complete list of all owners for each company OR
- b) a complete list all individuals who are on the current Board of Directors for each company

Bidders who are a '**society**' or '**partnerships**' do not need to provide lists of names.

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.

Signature

Date

10) INSURANCE REQUIREMENTS

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.

Name

Signature

Date

11) JOINT VENTURES

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

Solicitation # 01R11-21-C046 – SAFETY INSPECTION SERVICES, Saskatoon SK

AAFC is not prepared to accept separate prices for truck and mileage charges. All costs must be included in the firm monthly price for each location.

Column B (Unit price) and Column C (Extended Cost) must be completed with a dollar value, for all line items or your Offer may be considered non-compliant.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

1) Pricing for Initial Contract Period (1 Year)

Firm All-inclusive Monthly Price for Each Location to provide the services as required in accordance with the Statement of Work, Appendix B.					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	SASKATOON (including Research Farm locations)	Month	12		
2	MELFORT	Month	12		
3	SCOTT	Month	12		
4	OUTLOOK	Month	12		
Total					T1

2) Pricing for Option Period One (1)

Firm All-inclusive Monthly Price for Each Location to provide the services as required in accordance with the Statement of Work, Appendix B.					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	SASKATOON (including Research Farm locations)	Month	12		
2	MELFORT	Month	12		
3	SCOTT	Month	12		
4	OUTLOOK	Month	12		
Total					T2

3) Pricing for Option Period Two (2)

Firm All-inclusive Monthly Price for Each Location to provide the services as required in accordance with the Statement of Work, Appendix B.					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	SASKATOON (including Research Farm locations)	Month	12		
2	MELFORT	Month	12		
3	SCOTT	Month	12		
4	OUTLOOK	Month	12		
Total					T3

4) Pricing for Option Period Three (3)

Firm All-inclusive Monthly Price for Each Location to provide the services as required in accordance with the Statement of Work, Appendix B.					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	SASKATOON (including Research Farm locations)	Month	12		
2	MELFORT	Month	12		
3	SCOTT	Month	12		
4	OUTLOOK	Month	12		
Total					T4

TOTAL COST for All Periods (T1 + T2 + T3 + T4) = _____

<p>Supplier to indicate:</p> <p>Vendor / Company Name: _____</p> <p>Signature : _____</p> <p>Date: _____</p>

GUIDANCE FOR CONTRACTORS WORKING IN AAFC BUILDINGS

- For the purposes of this document, the term Contractor will mean contractor, sub-contractor, consultants and sub-consultants. Contractors are responsible to ensure that all their hired sub-contractors also adhere to the requirements of this document.
- Prior to accessing AAFC building interiors, Contractors will hold a orientation meeting (tele or video conference) with AAFC Facility Manager and Project Manager, and the following will be agreed to in writing with the intent of maintain physical distancing:
 - Access/egress and material delivery door(s) for worksite.
 - Daily shift or specific occupancy times, including estimated number of personnel.
 - Construction or work zone limits.
 - Use of site: washrooms, drinking water, parking location, garbage and recycling disposal.
 - Protocol that whenever physical distancing cannot be achieved at the worksite, facial covering will be worn by all personnel involved (AAFC and Contractor).
- Contractors are to submit signed confirmation that they understand and will follow requirements set out in attached **COVID-19 Check List for Contractors Working in AAFC Buildings**.

COVID-19 Check List for Contractors Working in AAFC Buildings

Prior to beginning contracted work in an AAFC building, Contractors are to submit signed confirmation that they and their hired subcontractors agree to the following:

- Contractor will follow **Canadian Construction Association's COVID-19 – Standardized Protocols for All Canadian Construction Sites.**
(<https://www.cca-acc.com/covid-19-resources/>)
- All contractor personnel will complete Government of Canada's online **COVID-19 Symptom Self Assessment Tool** each day prior to work shift and will not come to AAFC site if Tool advises or recommends to self-isolate, stay at home or seek medical attention.
(<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>)
- Advise AAFC Representative as soon as possible if any of Contractor's personnel who have worked in an AAFC building begin to exhibit flu-like symptoms.
- All contractor and hired sub-contract personnel will follow local, provincial and federal public health guidance and requirements including that of **Public Health Agency of Canada (PHAC) for Coronavirus disease (COVID-19): Prevention and risk.**
(<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink>)
- While on AAFC property, all Contractor and sub-contractors will comply to all posted signage in AAFC buildings, or advise AAFC Representative immediately if unable to comply.

These above mentioned requirements will be complied while conducting work in AAFC buildings for the duration of the contract.

Signature of Contractor Representative