

REQUEST FOR QUOTATION (RFQ): 01R11-22-C025

FOR THE PROVISION OF

**FIRE SYSTEMS MAINTENANCE, TESTING,
INSPECTIONS AND CERTIFICATION SERVICES**

FOR

**Agriculture and Agri-Food Canada (AAFC)
Research and Development Centre
Agassiz, British Columbia**

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture and Agri-Food Canada at the Agassiz Research and Development Centre has a requirement for a certified Technician(s) to provide Fire Systems Maintenance, Testing, Inspections and Certification Services as outlined herein including services on an '***as and when required***' basis.

2.0 SECURITY REQUIREMENTS

Prior to Contract award, the Security requirements must be met. Refer to Part 2, Article 4.1 and Part 3, Article 3.0 for additional information.

3.0 INTERPRETATION

- In the Request For Quotation "RFQ",
- 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 RFQ) and any supplemental general conditions specified in this RFQ 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 RFQ, 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 RFQ, 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 “Quotation” 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 Quotation in response to this RFQ;
- 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 RFQ.

4.0 COVID-19 VACCINATION REQUIREMENT

- 4.1 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 should 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 RFQ.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Quotations 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 RFQ shall form part of any Resulting Contract.

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

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

- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFQ, 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 Quotation in whole or in part, without prior negotiation;
 - 2. Reject any or all Quotations received in response to this RFQ;
 - 3. Cancel and/or re-issue this RFQ at any time;
 - 4. Ask the Bidder to substantiate any claim made in the Quotation;
 - 5. Enter into negotiations with one or more Bidders on any or all aspects of their Quotations;
 - 6. Award one or more Contracts;
 - 7. Retain all Quotations submitted in response to this RFQ.

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 RFQ, 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 within the timeframe specified in the contract award notice. 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

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.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](#).

10.0 MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **March 10, 2022 at 9:00 am**.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Please be advised that there will be a limit of two (2) representatives per bidder attending the site visit. Should there be sufficient interest in site visit attendance,

AAFC may assign time slots to bidders in an effort to maintain social distancing protocols.

In accordance with federal health regulations, interested bidders must be symptom free, wear a face mask and disposable gloves, and observe social distancing from others on site.

The Site Visit will be held on **March 10, 2022**.

Location: Agassiz Research and Development Centre
at 6947 Highway 7

Report and sign in at: Front Entrance, 6947 Highway 7

Bidders must communicate with the Facilities Manager no later than **March 8, 2022** to confirm and schedule attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the following certification:

To schedule your attendance, please contact: Paul Kehler, Facilities Manager,
Phone: (604) 796-6043 or paul.kehler@agr.gc.ca

Any relevant questions, and the answers, asked during the Site Visit will be posted on the Government Electronic Tendering System (GETS) Buyandsell.

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to **01R11-22-C025** warrant and certify that all personnel that will attend this site visit on this business' behalf are:

- a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____
Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. 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: QUOTATION 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 British Columbia.
- 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 Quotation, 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 QUOTATION

- 2.1 Quotations must be submitted in email attachments as described in Article 3.0.

Quotations shall be emailed to: zack.flamont@agr.gc.ca
AND aaafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca

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.

- 2.2 The Quotation **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFQ no later than **28, MARCH, 2022 AT 12:00 PM CST**. The email and the email attachments should include the RFQ number found on the cover page of the RFQ.
- 2.3 The onus for submitting Quotations on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their Quotation to the Contracting Authority.
- 2.4 The Bidders are advised that any in-person delivery of a bid submission will not be accepted.
- 2.5 Quotations submitted in response to this RFQ will not be returned.

3.0 QUOTATION PREPARATION INSTRUCTIONS

- 3.1 The Quotation **should** be structured as **ONE (1) EMAIL with TWO (2) SEPARATE PDF ATTACHMENTS** as indicated below:

Attachment #1 – Appendix E Certification Requirements
Appendix F Mandatory Requirements

Attachment #2 – Appendix G Bid Document

- 3.2 The Bidder may **submit a Quotation in either official language.**
- 3.3 Each copy of the Quotation 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 RFQ Number.

4.0 PREPARATION OF TECHNICAL QUOTATION (Section 1)

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4.1 Security Requirements

4.1.1 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 RFSO process.

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

5.0 PREPARATION OF FINANCIAL QUOTATION (Section 2)

In the Financial Quotation, the Bidder shall provide both a firm all inclusive price and firm per diem rates to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Quotation are detailed in Appendix D, Evaluations Procedures and Criteria.

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

6.0 CERTIFICATION REQUIREMENTS

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Quotations will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Quotations received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFQ 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 Quotations 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 QUOTATION AMENDMENT(S)

- 8.1 Any modifications to this RFQ will be made through an amendment which will be posted publicly via GETS.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFQ # 01R11-22-C025, 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

- 3.1 The Offeror's 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.

No resource of the Offeror shall be allowed on site until clearances have been established. This requirement must be updated when staff changes occur.

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada.

4.0 CONTRACT PERIOD

- 4.1 The Contract shall be for a one year period from the date of contract award.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to three (3) additional one (1) 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:

Zack Flamont
Procurement Officer
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada
Western Service Centre
300 - 2010 12th Avenue
Regina SK S4P 0M3
Telephone/Téléphone: 639-560-3462
Facsimile/Télécopieur: 306-523-6560
E-mail address: zack.flamont@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 Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request For Quotation number 01R11-22-C025;
7. Contractor's Quotation dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFQ,

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 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 Quotation 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 Authorities 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 RFQ # 01R11-22-C025
- 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 at the client's convenience.

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

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

13.2 For the Work described in section 1 of the Statement of Work, Appendix "B" the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.

For the Work described in section 2 of the Statement of Work, Appendix "B" the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment detailed in Appendix C, to a ceiling price of \$ _____ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

14.0 METHOD OF PAYMENT

- 14.1 Payment will be made **no more the once per month for actual days of service incurred**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

15.0 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

16.0 INVOICING INSTRUCTIONS

- 16.1 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.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Contract #
 - Invoiced Amount + applicable taxes
 - Itemized list of services provided (ie breakdown of all hours of labour and rates, parts/materials used and Mark-up, if applicable)
 - GST #

- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

- 17.1 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.

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

18.1 (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.

18.2 (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.

19.0 INSURANCE REQUIREMENTS

19.1 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.

1. GC11. Suspension of Work

2.

- 11.1 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under sections GC10 Termination due to Default of Contractor or GC9 Termination of Convenience.
- 11.2 When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 11.3 When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

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.

GC45. Compliance With On-Site Measures, Standing Orders, Policies, And Rules

- 45.1 The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

GC46. Certifications

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

APPENDIX "B"

STATEMENT OF WORK

Agriculture and Agri-Food Canada at the Agassiz Research and Development Centre has a requirement for a certified Technician(s) to provide Fire Systems Maintenance, Testing, Inspections and Certification Services as outlined herein including services on an '**as and when required**' basis.

Regular hours - Weekdays between 8:00 am and 4:00 pm

Outside Regular hours - Weekdays 4:00 p.m. to 8:00 a.m. Monday to Friday including weekends and Stat Holidays

This is a non-smoking, scent free Facility

BUILDINGS :

<u>DESCRIPTION</u>	<u>BUILDING #</u>
Stone Barn - Heritage Meeting Room	13
Carpentry Shop and Storage Building	20
Poultry Barn	28
Poultry Hatchery	29
Field Crew Building	34
Sheep Barn	35
Mechanic Shop	47
Poultry Barn	54
Poultry Barn	55
Storage Building	65
Feed Mill	71
Production Greenhouse	72
Chemical Storage Building	74a
Chemical Storage Building	74b
Chemical Storage Building	74c
Pesticide Storage Building	80
Implement Shed	81
Main Building / Lab Complex	85

SECTION 1

SERVICES REQUIRED

The contractor is required to :

- a) Perform Monthly, Bi-Annual and Annual Fire Systems Maintenance, Testing, Inspections and Certification Services on systems / equipment listed below according to Annex A - Inspection Sheets and in accordance with the National Fire Code.

MONTHLY

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
290-1211	Fire Alarm System, General	7
310-1211	Fire Extinguishers, Portable	125+
440-1211	Sprinkler, Dry Pipe	3
450-1211	Sprinkler, Wet Pipe	1

BI-ANNUAL (May / November)

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
312-0211	Fire Extinguisher System - Dry Chemical	9

ANNUAL (November)

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
290-0111	Fire Alarm System, General	7
305-0111	Fire Doors & Fire Separation Doors	Several
310-0111	Fire Extinguishers, Portable	125
440-0111	Sprinkler, Dry Pipe	3
450-0111	Sprinkler, Wet Pipe	1
315-0111	Fire Hydrants	9
300-0111	Fire Dampers & Stop Flaps	30 +
??-????	Exit Lighting, Exit Signs and Emergency Lighting	Several

- b) Date and sign each Inspection Sheet and submit to Facility Manager; in digital format.
- c) Provide a cost estimate with a list of discrepancies, parts / services / maintenance required to the Facility Manager for review and approval to prior to proceeding with the work.

SECTION 2

SERVICES REQUIRED

The contractor is required to :

- a) Provide other related Services on an 'as and when required' basis
- b) Provide a cost estimate with a list of discrepancies, parts / services / maintenance required to the Facility Manager for review and approval to prior to proceeding with the work.

DEPARTMENTAL RESPONSIBILITY

Agriculture & Agri-Food Canada will provide a list of extinguisher locations (if required)

CONTRACTOR RESPONSIBILITY

The Contractor is responsible to provide all tools and equipment required to perform the work.

ADDITIONAL TERMS AND CONDITIONS

1. This Contract does not create an exclusive right of the Contract Holder to perform all the work that may be required. AAFC reserves the right to have any work done by other means
2. Post Award / Site Orientation Meeting
 1. The Contractor may be required to attend a Post Contract award site orientation meeting with the Facility Manager prior to the commencement of any work. This walk through will facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.
 2. The walk through will include where all building exits are located and where the muster point is located in the event of an emergency situation and *any information required to carry out the work.*
3. Upon request the Contractor shall furnish the Facility Manager with 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.
4. AAFC will submit the names of the proposed resources as required in the mandatory section, to Government of Canada's Security Office to undergo screening for Reliability security clearances.

The Contractor's 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.

No resource of the Contractor shall be allowed on site until clearances have been established. **This requirement must be updated when staff changes occur.**

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada

5. Only licensed Fire System Technicians shall perform the work.
6. The Contractor may be required to provide a written estimate for repair work and new installations. The estimate must include :

1. Cost for all Materials and replacement parts.
 2. Mark-up
 3. Estimated number of hours for labour and rates
 4. Applicable taxes will be shown as a separate item.
7. AAFC reserves the right to supply material and replacement parts to the Contractor.
8. The Contractor must be available 24 hours a day, seven (7) days a week, via phone, cell phone or pager.
9. The Contractor must be available to provide routine maintenance and emergency repairs to breakdowns within the following response times :
1. Routine Maintenance :
For routine maintenance requirements, the Contractor must be on site within 24 hours of a Call up.
 2. Emergency Repairs :
For deficiencies or breakdowns that require immediate attention, the Contractor must be on site within three (3) hours after receiving notification from AAFC.
- The Contractor must be on site within the following response times once a call has been placed.
- a) Follow up Maintenance / Repairs - 48 hours
 - b) Emergency Repairs - 5 hours
10. The Contractor's resources shall report to the Facility Manager upon arrival. Identification and sign in is required at the [reception desk in Lobby of Building 85](#).
11. Any shutdown to execute service or repair must first be approved by the Facility Manager.
12. The Contractor and its resources will be responsible to maintain the integrity of the existing facility. Any damages to the facility caused by the Contractor must be repaired by the Contractor to its original condition.
13. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.
14. Equipment and materials to be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
15. Additions, relocations or removal of equipment or systems are to be recorded, dated and initialed by the Contractor on the "as-built" prints where applicable.
16. Power activated devices using explosives shall not be used, unless authorized by the Facility Manager.

17. The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and wellbeing of his / her employees. Copies shall be made available to the Facility Manager.
18. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Facility Manager.
19. The Contractor shall post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
20. The Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations, if requested.
21. Upon request the Contractor will provide a detailed work order explaining the Work undertaken to the Facility Manager.
22. The Contractor shall complete all applicable log books before leaving the site each day outlining all work performed in the facility.
23. Upon request the Contractor will provide AAFC with a wholesalers invoice complete with parts pricing.
24. 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.
25. Upon request the Contractor must provide a copy of the Material Safety Data Sheet (MSDS) to the Facility Manager
26. Materials & WHMIS Compliance

Upon request by the Facility Manager, the Contractor must provide proof of up-to-date WHMIS training for all employees working on site.

1. The Contractor shall use as many low toxicity / environmentally friendly products as practical (use products displaying the Environmental Choice Eco-Logo). Samples of Controlled Products may be required for WHMIS Compliance testing to ensure that all materials used meet the Canadian General Standards Board Qualified Products criteria.

2. The Contractor shall ensure that, where substances classified as controlled products under the Control Products Regulations are to be used in Crown-owned facilities and their employees receive appropriate training as per Provincial / Federal Regulations and the Workplace Hazardous Materials Information System

(WHMIS). Proof of up to date WHMIS training, for all employees working on site, must be supplied to the Facility Manager.

3. The Contractor shall ensure that all controlled products are identified to the Facility Manager. Where controlled products are to be used at Federal occupied facilities the Facility Manager will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.
 4. The Contractor must advise the Facility Manager when controlled products are to be brought into Crown-owned or occupied facilities. Material Safety Data Sheets (MSDS), for all controlled products stored or used on site, are to be in a conspicuous WHMIS binder in the Facility Manager's Office.
 5. All containers brought into Crown-owned facilities containing controlled products must be labeled in accordance with WHMIS regulations. The Contractor shall ensure that no down-the-drain disposal for controlled waste liquids will occur. MSDS instructions for product disposal must be followed at all times.
27. The following codes and standards are in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Contract.
- Treasury Board of Canada
 - All applicable Canada Standards Association (CSA) standards and regulations
 - 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), 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.

APPENDIX "C"

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the Contract.

3. PRICING FOR INITIAL STANDING OFFER PERIOD

Item	Description	Unit Price During Regular Hours	Unit Price Outside Regular Hours
1	Monthly Inspections		Not applicable
2	Bi-Annual Inspection (May / November)		Not applicable
3	Annual Inspection (November)		Not applicable
4	Labour - Technician		
5	Labour - Technician		

MATERIAL AND REPLACEMENT PARTS:

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

4. PRICING FOR OPTION PERIOD ONE (1)

Item	Description	Unit Price During Regular Hours	Unit Price Outside Regular Hours
1	Monthly Inspections		Not applicable
2	Bi-Annual Inspection (May / November)		Not applicable
3	Annual Inspection (November)		Not applicable
4	Labour - Technician		
5	Labour - Technician		

MATERIAL AND REPLACEMENT PARTS:

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

5. PRICING FOR OPTION PERIOD TWO (2)

Item	Description	Unit Price During Regular Hours	Unit Price Outside Regular Hours
1	Monthly Inspections		Not applicable
2	Bi-Annual Inspection (May / November)		Not applicable
3	Annual Inspection (November)		Not applicable
4	Labour - Technician		
5	Labour - Technician		

MATERIAL AND REPLACEMENT PARTS:

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

6. PRICING FOR OPTION PERIOD THREE (3)

Item	Description	Unit Price During Regular Hours	Unit Price Outside Regular Hours
1	Monthly Inspections		Not applicable
2	Bi-Annual Inspection (May / November)		Not applicable
3	Annual Inspection (November)		Not applicable
4	Labour - Technician		
5	Labour - Technician		

MATERIAL AND REPLACEMENT PARTS:

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

APPENDIX "D"

EVALUATION PROCEDURES & CRITERIA

TECHNICAL QUOTATION

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

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

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Quotations requirements that will be used to evaluate Bidders' responses to the RFQ.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Quotations must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Quotation will be made on the basis of the LOWEST PRICE for the financial Quotation.
- 1.5 To be considered Compliant, a Quotation Must:
 - 1- Meet all the mandatory requirements specified in section 2.0 below;
- 1.6 The price of the Quotation will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Quotation to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Quotation non-responsive.
- 1.8 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 Quotation Preparation Instructions in Part 2, Article 3.0.
- 1.9 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 Quotation non-compliant and the Quotation will receive no further consideration.

Refer to Appendix F for the Mandatory Requirements.

3.0 FINANCIAL QUOTATION

- 3.1 The Bidder is requested to complete the table identified in the Appendix G – Bid Document which will form the Financial Quotation.

4.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the total price per bid. The Bidder with the lowest cost will be awarded the contract.

APPENDIX "E"

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request For Quotation (RFQ) document. Bidders should include, with their Quotation, a signed copy of this certification below.

A) LEGAL ENTITY AND CORPORATE NAME

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

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

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

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

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the Quotation 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 of 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 QUOTATION

It is requested that Quotations submitted in response to this Request For Quotation be:

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

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 RFQ, the employees proposed in its Quotation 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 Quotation 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 Quotation 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 Quotation submitted by a contractual joint venture, the Quotation 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.

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

J) COVID-19 VACCINATION REQUIREMENT CERTIFICATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that

_____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to

ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

APPENDIX “F”

MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. The **Proposer must include the necessary documentation to demonstrate this compliance.**

In order for Quotations to be accepted for further evaluation, all of the following mandatory requirements must be met.

1) PROPOSED RESOURCES

- a) The submission must include the names of all proposed resources that will be providing services under the resulting Contract. This must include their ASTT-BC number and disciplines associated with that number. At least one (1) of these resources must be a Fire Systems Technician
- b) The submission must also include a Journeyman certificate or License number for each Fire System Technician proposed

APPENDIX "G"

BID DOCUMENT

For FIRE SYSTEMS MAINTENANCE, TESTING, INSPECTIONS and CERTIFICATION SERVICES Tender Notice # 01R11-22-C025

AAFC will not accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for labour, as described in Appendix B - Statement of Work, at the AAFC work site shall include all time and travel-related costs to and from the AAFC work site.

Column B (Unit price) 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)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (\$ / Unit) (B)	Extended Cost = (A x B)
1	MONTHLY INSPECTIONS 290-1211 - Fire Alarm System 310-1211 - Fire Extinguishers, Portable 440-1211 - Sprinkler, Dry Pipe 450-1211 - Sprinkler, Wet Pipe	Month	11		A
2	BI-ANNUAL INSPECTION (MAY / NOVEMBER) 312-0211 - Fire Extinguisher System, Dry Chemical	EA	2		B
3	ANNUAL INSPECTIONS (November) (Includes one (1) Monthly) 290-0111 - Fire Alarm System, General 305-0111 - Fire doors and Fire Separation Doors 310-0111 - Fire Extinguishers, Portable 440-0111 - Sprinkler, Dry Pipe 450-0111 - Sprinkler, Wet Pipe 312-0111 - Fire Extinguisher System, Dry Chemical 315-0111 - Fire Hydrants 300-0111 - Fire Dampers & Stop Flaps ???-???? - Exit Lighting, Exit Signs and Emergency Lighting	EA	1		C
T1 = (A + B + C)					T1

LABOUR					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (A x B)
5	Technician	Regular hours	100		T2
6	Technician	Outside Regular hours	20		T3

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

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 15,000.00		T4

Total Cost for Initial Contract Period (T1 + T2 + T3 + T4) = _____

Example how to complete Material and Replacement Parts Section		
Estimated Dollar Value (A)	% Markup (B)	Extended Cost (C) = (A x B)
\$ 20,000.00	<u>10 %</u>	\$2000.00

2) PRICING FOR OPTION PERIOD ONE (1)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (\$ / Unit) (B)	Extended Cost = (A x B)
1	MONTHLY INSPECTIONS 290-1211 - Fire Alarm System 310-1211 - Fire Extinguishers, Portable 440-1211 - Sprinkler, Dry Pipe 450-1211 - Sprinkler, Wet Pipe	Month	11		D
2	BI-ANNUAL INSPECTION (JUNE) 312-0211 - Fire Extinguisher System, Dry Chemical	EA	1		E
3	ANNUAL INSPECTIONS (November) (Includes one (1) Monthly) 290-0111 - Fire Alarm System, General 305-0111 - Fire doors and Fire Separation Doors 310-0111 - Fire Extinguishers, Portable 440-0111 - Sprinkler, Dry Pipe 450-0111 - Sprinkler, Wet Pipe 312-0111 - Fire Extinguisher System, Dry Chemical 315-0111 - Fire Hydrants 300-0111 - Fire Dampers & Stop Flaps ???-???? - Exit Lighting, Exit Signs and Emergency Lighting	EA	1		F
T4 = (D + E + F)					T5

LABOUR					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (A x B)
5	Technician	Regular hours	100		T6
6	Technician	Outside Regular hours	20		T7

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

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 15,000.00		T8

Total Cost for Option Period One (T5 + T6 + T7 + T8) = _____

3) PRICING FOR OPTION PERIOD TWO (2)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (\$ / Unit) (B)	Extended Cost = (A x B)
1	MONTHLY INSPECTIONS 290-1211 - Fire Alarm System 310-1211 - Fire Extinguishers, Portable 440-1211 - Sprinkler, Dry Pipe 450-1211 - Sprinkler, Wet Pipe	Month	11		G
2	BI-ANNUAL INSPECTION (JUNE) 312-0211 - Fire Extinguisher System, Dry Chemical	EA	1		H
3	ANNUAL INSPECTIONS (November) (Includes one (1) Monthly) 290-0111 - Fire Alarm System, General 305-0111 - Fire doors and Fire Separation Doors 310-0111 - Fire Extinguishers, Portable 440-0111 - Sprinkler, Dry Pipe 450-0111 - Sprinkler, Wet Pipe 312-0111 - Fire Extinguisher System, Dry Chemical 315-0111 - Fire Hydrants 300-0111 - Fire Dampers & Stop Flaps ???-???? - Exit Lighting, Exit Signs and Emergency Lighting	EA	1		I
T7 = (G + H + I)					T9

LABOUR					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (A x B)
5	Technician	Regular hours	100		T10
6	Technician	Outside Regular hours	20		T11

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

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 15,000.00		T12

Total Cost for Option Period Two (T9 + T10 + T11 + T12) = _____

4) PRICING FOR OPTION PERIOD THREE (3)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (\$ / Unit) (B)	Extended Cost = (A x B)
1	MONTHLY INSPECTIONS 290-1211 - Fire Alarm System 310-1211 - Fire Extinguishers, Portable 440-1211 - Sprinkler, Dry Pipe 450-1211 - Sprinkler, Wet Pipe	Month	11		J
2	BI-ANNUAL INSPECTION (JUNE) 312-0211 - Fire Extinguisher System, Dry Chemical	EA	1		K
3	ANNUAL INSPECTIONS (November) (Includes one (1) Monthly) 290-0111 - Fire Alarm System, General 305-0111 - Fire doors and Fire Separation Doors 310-0111 - Fire Extinguishers, Portable 440-0111 - Sprinkler, Dry Pipe 450-0111 - Sprinkler, Wet Pipe 312-0111 - Fire Extinguisher System, Dry Chemical 315-0111 - Fire Hydrants 300-0111 - Fire Dampers & Stop Flaps ???-???? - Exit Lighting, Exit Signs and Emergency Lighting	EA	1		L
T10 = (J + K + L)					T13

LABOUR					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost = (A x B)
5	Technician	Regular hours	100		T14
6	Technician	Outside Regular hours	20		T15

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

Item	Estimated Dollar value (A)	% Markup (B)	Extended Cost C = (AxB)
1	\$ 15,000.00		T16

Total Cost for Option Period Three (T13 + T14 + T15 + T16) = _____

Total Cost for Initial Contract Period _____
 Total Cost for Option Period One (1) + _____
 Total Cost for Option Period Two (2) + _____
 Total Cost for Option Period Three (3) + _____

TOTAL COST for all periods = _____

ANNEX A

INSPECTION SHEETS

FOR

**FIRE SYSTEMS MAINTENANCE, TESTING,
INSPECTION & CERTIFICATION SERVICES**

AGASSIZ BC

Responsibility of the Contractor to follow current NFC / NFPA inspection regulations
The Contractor **must comply with the most stringent of Federal, Provincial and Municipal
Occupational Health and Safety Act in the province that work is performed**

Back of Annex C - Title Page

290-1211 FIRE ALARM SYSTEM, GENERAL

Quantity: 9
Location: BUILDINGS 13, 20, 71, 80, 85

Equip. Code: 290 Level: 1 Frequency: Monthly
Regulations: NFC 6.3, CAN/ULC-S536-M86, NFPA 72F (to be included in Annual Inspection)

Requirements: MUST provide prior notification to tenant and fire department
Ensure all equipment lock-out and safety practices are followed

CHECK LIST INSTRUCTIONS

1. Test system by operating one manual fire alarm station in each zone on a rotational basis.
2. Check the operation of the audible and visual signal devices for both alert and alarm.
3. Check the operation of the alarm signals at the control panel.
4. Check the operation of the zone annunciator to confirm that devices annunciate correctly.
5. Check the automatic transmission of the alarm to the municipal fire department (if applicable).
6. Check any automatic shutdown of the building air handling systems.
7. Check the emergency operation of such building systems as are controlled from the control panel.
8. Inspect Storage batteries to ensure the proper electrolyte level and specific gravity is maintained, terminals are clean and lubricated, and terminal clamps are secure.
9. Test supervisory device.
10. Test primary and secondary power supply.

CHECK OFF BUILDING NUMBER WHEN COMPLETED

13		20		71		80		85					
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NOTES:

Completed by : _____ Date : _____

310-1211 FIRE EXTINGUISHERS, PORTABLE

Quantity: 125 +
Location: SEVERAL BUILDINGS

Equip. Code: 310 Level: 1 Frequency: Monthly
Regulations: NFC 6.2.4, NFPA 10 (to be included in Annual Inspection)

CHECK LIST INSTRUCTIONS

1. Ensure Extinguishers are in designated places, are properly mounted and Extinguisher types suit the area.
2. Ensure Extinguishers are not obstructed and visible.
3. Ensure operating instructions on nameplate is legible and facing outward.
4. Ensure seal and tamper indicators are not broken or missing.
5. Determine fullness of water extinguishers without gauges by weighing or hefting.
6. Examine Extinguishers for obvious physical damage, corrosion, leakage or clogged nozzles.
7. Ensure the pressure gauge reading or indicator is in the operable range or position.
8. Provide replacement extinguishers as required
9. Record date of inspection on tag and initial.

NOTES:

Completed by : _____ Date : _____

440-1211 SPRINKLER, DRY PIPE

Quantity: 5
Locations: BUILDING 13

Equip. Code: 440 Level: 1 Frequency: Monthly
Regulations: NFC 6.5 / 6.6 (to be included in
Annual Inspection)

Requirements: Prior notification of testing shall be given to all parties who could be affected
by an alarm.

CHECK LIST INSTRUCTIONS

- 1. Inspect all valves controlling sprinkler water supplies or alarms to ensure they are in the open position; except for valves which are electrically supervised.
- 2. Ensure air pressure in sprinkler system is maintained at the required pressure. The dry pipe system is pressurized at 140 kPa above the calculated trip pressure to provide a safety factor against accidental tripping of the valve. Check that priming water level is maintained on the system side of the dry pipe valve.
- 3. Inspect all valves which are locked open.
- 4. Perform water flow alarm test using the alarm test connection located at the sprinkler valve.
- 5. Test all transmitters and water flow actuate devices connected to electrically supervised system
- 6. Test all gate valve supervisory switches and ensure they are in operational

NOTES:

Completed by : _____ Date : _____

450-1211 SPRINKLER, WET PIPE

Quantity: 1
Locations: BUILDING 85

Equip. Code: 450 Level: 1 Frequency: Monthly
Regulations: NFC 6.5 / 6.6 (to be included in
Annual Inspection)

Requirements: Prior notification of testing shall be given to all parties who could be affected
by an alarm

CHECK LIST INSTRUCTIONS

1. Inspect all controlling sprinkler water supplies or alarms to ensure they are in the open position
2. Inspect all valves which are locked open.
3. Perform water flow alarm testing using the alarm test connection located at the sprinkler valve.
4. Test all transmitters and water flow actuate devices connected to the electrical supervisory system.
5. Inspect electrically supervised valves.
6. Test all gate-valve supervisory switches, tank water level devices, building and tank water temperature supervisory devices and other mechanical and electrical alarms to ensure they are operational.

NOTES:

Completed by : _____ Date : _____

312-0211

FIRE EXTINGUISHER SYSTEM - DRY CHEMICAL

Page 1 of 1

Quantity: 9

Locations: BUILDINGS 74

Equip. Code: 312

Level: 1

Frequency: Bi-Annual

Regulations: NFC 6.3.1.2, NFC 6.8, NFPA 12,
CAN/ULC - S536-M86 5.1

(Six (6) Months
after Annual Inspection)

CHECK LIST INSTRUCTIONS

All tags attached to cylinders shall be signed and dated by the Inspector and remain attached to the equipment.

1. Visually inspect the installation for any damage or obstructions to the piping, cylinders and components.
2. Ensure operating and maintenance instructions are posted in proximity to the equipment and near the manual release controls.
3. Check all seals on control valves are intact and visual indicators on release devices are in 'set' position.
4. Check pressure on system and cylinders are within proper range.
5. Check for any changes in the hazard protected or in the enclosure.
6. Weigh cylinders. Any loss in content greater than 10%, the cylinder must be replaced.
7. Inspect the cylinders for physical damage, pitting or corrosion.
8. Secure all cylinders against movement.

NOTES:

Completed by : _____ Date : _____

290-0111 FIRE ALARM SYSTEM, GENERAL

Page 1 of 2

Quantity: 9

Locations: BUILDINGS 13, 20, 71, 80, 85

Equip. Code: 290 Level: 1 Frequency: Annual

Regulations: NFC 6.3, CAN/ULC-S536-M86, NFPA 72F

Requirements: Notification to tenant and fire department
Ensure all equipment lock-out and safety practices are followed.
This may be carried out in conjunction with the Fire Evacuation Drill.

Inspection Notes: Record on "Fire Alarm System Annual Test and Inspection Report."
Every reasonable effort shall be made to test all components required in this subsection. In the event that some components cannot reasonably be made accessible, a list of such components and their location shall be included in the report.

CHECK LIST INSTRUCTIONS

1. All tests as required by Inspection Sheet # 290-1211 (Monthly)
 - a. Test system by operating one manual fire alarm station in each zone on a rotational basis.
 - b. Check the operation of the audible and visual signal devices for both alert and alarm.
 - c. Check the operation of the alarm signals at the control panel.
 - d. Check the operation of the zone annunciator to confirm that devices annunciate correctly.
 - e. Check the automatic transmission of the alarm to the municipal fire department (if applicable).
 - f. Check any automatic shutdown of the building air handling systems.
 - g. Check the emergency operation of such building systems as are controlled from the control panel.
 - h. Inspect Storage batteries to ensure the proper electrolyte level and specific gravity is maintained, terminals are clean and lubricated, and terminal clamps are secure.
 - i. Test supervisory device.
 - j. Test primary and secondary power supply.
2. The fire alarm system shall be operated under general fire alarm conditions.
3. A minimum of six manual initiating devices most remote from the standby power supply shall be activated individually with the main power supply disconnected.

- 4. Each manual alarm initiating device on each floor including sub-grade areas shall be activated on the main power supply.
- 5. Operation of every audible and visual signal appliance shall be ensured during the testing of alarm initiating devices.
- 6. Test each automatic alarm initiating device for its intended function.
- 7. Check each alarm signaling, alarm initiating circuit and annunciator electrical supervision and trouble indication.
- 8. Ensure correct annunciation for each initiating device tested.
- 9. Visibly check the Fire Alarm System control unit to ensure the control unit has not been altered.
- 10. Test the smoke detectors in the air supply ductwork. The detectors are located downstream of the air filters and ahead of the branch line connections, and in the return duct prior to exhaust or back into the fresh air intake supply.
- 11. Ensure operation of the smoke detectors automatically stops the fans and an alarm is registered at the building fire alarm control center and mechanical room control as applicable.

CHECK OFF BUILDING NUMBER WHEN COMPLETED

13		20		71		80		85					

NOTES:

Completed by : _____ Date : _____

305-0111

FIRE DOORS & FIRE SEPARATION DOORS

Page 1 of 1

Quantity: Several
Locations: BUILDINGS 71, 80, 85

Equip. Code: 305 Level: 1 Frequency: Annual
Regulations: NFC 2.2.2.4 (5)

CHECK LIST INSTRUCTIONS

- 1
 - a. Inspect doors in fire separations to ensure they remain closed unless the door is equipped with a closer which will automatically close the door in case of fire.
 - b. Check fusible links and other heat actuated devices are undamaged and free from dirt and paint.
 - c. Check guides, bearings and stay rolls are clean and lubricated.
 - d. Check chains or cables are not worn or stretched.
 - e. Check chains or cables are the correct length for latching.
 - f. Check astragals and coordinators are properly adjusted.
 - g. Operate the door; check hinges, catches, latches, grab bars are secured and operational.
 - h. Test 'hold-open' devices to ensure each unit is operational
2. Check kalsomine or tin-clad doors for dry rot with knife or sharp instrument.

CHECK OFF BUILDING NUMBER WHEN COMPLETED

71		80			85	
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NOTES

Completed by : _____ Date : _____

310-0111 FIRE EXTINGUISHERS, PORTABLE

Quantity: 125 +
Locations: SEVERAL BUILDINGS

Equip. Code: 310 Level: 1 Frequency: Annual
Regulations: NFC 6.2.4, NFPA 10

CHECK LIST INSTRUCTIONS

1. All tests as required by Inspection Sheet # 310-1211 (Monthly)
 - a. Ensure Extinguisher are in designated places, are properly mounted and Extinguisher type suits the area.
 - b. Ensure Extinguishers are not obstructed and visible.
 - c. Ensure operating instructions on nameplate is legible and facing outward.
 - d. Ensure seal and tamper indicators are not broken or missing.
 - e. Determine fullness of water extinguishers without gauges by weighing or hefting.
 - f. Examine Extinguishers for obvious physical damage, corrosion, leakage or clogged nozzles.
 - g. Ensure the pressure gauge reading or indicator is in the operable range or position.
 - h. Provide replacement extinguishers as required
 - i. Record date of inspection on tag and initial.
2. Pressurized Extinguishers
 - a. Check each extinguisher's purchase date or date of last hydrostatic test
 - b. Perform five (6) year Hydrostatic test on extinguishers that are due
3. Sign, date and attach Inspection Tags

NOTES:

Completed by : _____ Date : _____

440-0111 SPRINKLER, DRY PIPE

Page 1 of 2

Quantity: 5
Locations: BUILDING 13

Equip. Code: 440 Level: 1 Frequency: Annual
Time Period: FALL
Regulations: NFC 6.5 / 6.6

Requirements: Prior notification of testing shall be given to all parties who could be affected by an alarm

CHECK LIST INSTRUCTIONS

1. All tests as required on Inspection Sheet # 440-1211 (Monthly)
 - a. Inspect all valves controlling sprinkler water supplies or alarms to ensure they are in the open position; except for valves which are electrically supervised.
 - b. Ensure air pressure in sprinkler system is maintained at the required pressure. The dry pipe system is pressurized at 140 kPa above the calculated trip pressure to provide a safety factor against accidental tripping of the valve. Check that priming water level is maintained on the system side of the dry pipe valve.
 - c. Inspect all valves which are locked open.
 - d. Perform water flow alarm test using the alarm test connection located at the sprinkler valve.
 - e. Test all transmitters and water flow actuate devices connected to electrically supervised system
 - f. Test all gate-valve supervisory switches, tank water level devices, building and tank water temperature supervisory devices and other mechanical and electrical alarms to ensure they are operational.
2. Inspect sprinkler heads for any paint or residue deposits, corrosion or signs of damage.
3. Ensure a minimum clearance of 460 mm is provided between the sprinkler deflector and the top of stored material to ensure proper water distribution.
4. Check for proper piping pitch. Low points in the piping must be drained to prevent freezing in the system.
5. Check sprinkler piping for proper supports, and / or loose hangers and observe if piping is used for support of hanging stock, clothing or for other purposes (allowance is not made in the piping installation for non-components. The safety factor only includes the piping and weight of water).
6. Check sprinkler cabinets for stock of spare sprinklers, various temperature ratings and sprinkler wrench.

- 7. Check identification signs are installed at the main controlling gate valves, alarm test valves and exterior fire department connections.
- 8. Inspect fire department connection at exterior of building to ensure the two female swivel connections and caps are intact. Remove the caps and check for water.
- 9. Auxiliary drains and low points must be checked each year before freezing weather.
- 10. Conduct a water flow alarm test using the inspector's test connection.
- 11. Test dry pipe system with the control valve partially opened as follows:
 - a) Operate the main control valve until it is in the practically closed position.
 - b) Record the air pressure on the system side of the dry pipe valve.
 - c) Open the inspector's test valve and record the time for the air pressure to drop and trip the dry pipe valve.
 - d) Immediately throttle the main control valve to the closed position to prevent water entering the dry pipe system.
 - e) Check operation of electric alarm switch.
 - f) Check operation of the "quick-opening valve" if installed.
 - g) The system must now be shut off and drained. The dry pipe clapper must be manually reset, cover replaced and the priming water added to the clapper seat before building up the air pressure in the system.
 - h) When sufficient air is built up in the system, the main controlling gate valve may be opened fully.
 - i) Conduct the 50 mm main drain test to ensure that water supply to sprinkler system has not deteriorated. Record static and open drain residual pressure. Check building drains are capable of taking full flow from main drains without causing damage.
 - j) Record all data; complete the information on the Sprinkler System Record Form; list the person(s) conducting the test; sign and date the check sheet. Provide copies of reports to the Assets Manager and Building Property Manager.

11. Clean the equipment and area, remove all rubbish or non-essential material.

CHECK OFF BUILDING WHEN COMPLETE

13											
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NOTES:

Completed by : _____ Date : _____

450-0111 SPRINKLER, WET PIPE

Page 1 of 2

Quantity: 1
Locations: BUILDING 85

Equip. Code: 450 Level: 1 Frequency : Annual
Regulations: NFC 6.5 / 6.6

Requirements: Prior notification of testing shall be given to all parties who could be affected by an alarm.

CHECK LIST INSTRUCTIONS

1. All tests as detailed on Inspection Sheet # 450-1211 (Monthly)
 - a. Inspect all controlling sprinkler water supplies or alarms to ensure they are in the open position
 - b. Inspect all valves which are locked open.
 - c. Perform water flow alarm testing using the alarm test connection located at the sprinkler valve.
 - d. Test all transmitters and water flow actuate devices connected to the electrical supervisory system.
 - e. Inspect electrically supervised valves.
 - f. Test all gate-valve supervisory switches, tank water level devices, building and tank water temperature supervisory devices and other mechanical and electrical alarms to ensure they are operational.
2. Inspect sprinkler heads for any paint or residue deposits, corrosion or signs of damage. Replace defective sprinkler heads.
3. Ensure a minimum clearance of 460 mm is provided between the sprinkler deflector and the top of stored material to ensure proper water distribution.
4. Check sprinkler piping for proper supports, loose hangers and observe if piping is used for support of hanging stock, clothing or for other purposes (allowance is not made in the piping installation for non-components. The safety factor only includes the piping and weight of water).
5. Check sprinkler cabinets for stock of spare sprinklers, various temperature ratings, and sprinkler wrench.
6. Check specific gravity of glycerin solution in antifreeze loops (where applicable). Check identification signs are installed at the main controlling gate valves, alarm test valves, and exterior fire department connections.
7. Inspect fire department connection at exterior of building to ensure the two female swivel connections and caps are intact. Remove the caps and check for water.
8. Conduct a water flow alarm test using the Inspector's test connection. The Inspector's test connection is usually located at the uppermost, furthest point in the system. Record the time lapse between opening of the test valve and the sounding of the water motor gong and the electric alarm switch.

9. Conduct a flow test through the 50 mm main drain pipe as follows:
 - a) Operate the main control valve until it is in the fully open position.
 - b) Record the pressure indicated on the riser gauge. This is referred to as "static pressure".
 - c) Open the main drain valve wide. Wait until the pressure stabilizes, then record it. This is referred to as the "flowing" or "residual" pressure. Then close the main drain valve.
 - d) A difference between the static and flowing pressure is normal and represents the friction loss in the water supply pipe and varies with each piping arrangement. (The normal pressure drop for each riser should be recorded for reference whenever a subsequent drain test is made).
 - e) A loss of all pressure is an indication of a closed or dropped gate in the control valve or an obstruction in the water supply piping.
 - f) If the flowing pressure is materially less than normal and does not build up immediately after the drain valve is closed, a partially closed gate valve or other abnormal condition exists, which requires a full investigation of the supply piping.
 - g) Record all data on the sprinkler valve flow test and on the 50 mm main drain test on the information sheet.
10. Test drainage facilities to ensure that the drains are capable of taking the full flow from the main drain pipe without causing damage.

NOTES:

Completed by : _____ Date : _____

Quantity: 9

Locations: BUILDING 74

Equip. Code: 312

Level: 1

Frequency: Annual

Regulations: NFC 6.3.1.2, NFC 6.8, NFPA 12, CAN/ULC - S536-M86 5.1

Requirements: Disarm System prior to test.

Inform the occupants and the local fire department of the alarm testing feature

Ensure all equipment lock-out and safety practices are followed.

CHECK LIST INSTRUCTIONS

1. All tests as required on Inspection Sheet # 312-0211 (Monthly)
 - a. Visually inspect the installation for any damage or obstructions to the piping, cylinders and components.
 - b. Ensure operating and maintenance instructions are posted in proximity to the equipment and near the manual release controls.
 - c. Check all seals on control valves are intact and visual indicators on release devices are in 'set' position.
 - d. Check pressure on system and cylinders are within proper range.
 - e. Check for any changes in the hazard protected or in the enclosure.
 - f. Weigh cylinders. Any loss in content greater than 10%, the cylinder must be replaced.
 - g. Inspect the cylinders for physical damage, pitting or corrosion.
 - h. Secure all cylinders against movement.
2. Ensure operating and maintenance instructions are posted in proximity to the equipment and near the manual release controls.
3. Check overall physical appearance of the installation. Ensure there is no change in the type or size of the hazard being protected.
5. Control Panel
 - a) Exercise all functions.
 - b) Check supervision of each circuit and release devices by removing a wire from components for both visual and audible trouble alarms.
6. Power Supply
 - a) Check routing, circuit breakers, fuses, disconnects.
7. Emergency Power
 - a) Check battery condition, charger operation, fuse.
 - b) Check automatic change over, generator.
8. Detectors
 - a) Test each detector.

- b) Clean and adjust smoke detectors, check sensitivity.
- c) Check wiring.
- 7. Time Delay
 - a) Exercise control check and time limit.
 - b) Check times to complete even when wiring between timer and detector circuit is interrupted.
- 8. Alarms
 - a) Test audible and visual alarms.
- 9. Selector
 - a) Exercise the directional control valves.
 - b) Reset to operational position.
- 10. Release Devices
 - a) Check automatic change over, generator.
 - b) Check door closer operation.
- 11. Equipment Shutdown
 - a) Test and check that all necessary equipment is included in the shutdown.
- 12. Manual Releases
 - a) Inspect the manual release, accessibility, check the pull force and length of pull required to operate the release. Adjust devices as necessary.
 - b) Check tightness of connections, condition of the conduct (cable) and corner pulleys.
- 13. Electric Releases
 - a) Test the operation, check all covers in place and reset the release.
 - b) Ensure the main and reserve release manual pulls are separate and identified
- 14. Piping
 - a) Check that piping is secure, well supported, not subjected to any other use and in good condition.
- 15. Nozzles
 - a) Check the nozzles are clean and secure and the seals (blow off caps) are in place.
 - b) Check the nozzle orifice size and type is the original and not a replacement type.
- 16. Dry Chemical Cylinders
 - a) Weigh contents and replace cylinder if contents loss is greater than 10%.
 - b) Inspect date of cylinder purchase or of last hydrostatic test. Cylinders in continuous service without discharging may remain in service for 12 years without hydrostatic testing. Cylinders discharged must have a hydrostatic test if more than 5 years has elapsed. Arrange for hydrostatic testing as required.
 - c) Check cylinder connectors, weights and cables, release devices as applicable.
 - d) Inspect the cylinders for physical damage, pitting or corrosion.
 - e) If possible, open and check dry chemical in cylinder and stored pressure system to ensure it is free flowing and without lumps.
 - f) Check pressure on system and cylinders is within proper range.
 - g) Secure all cylinders against movement.

17. Sign and date all tags attached to cylinders and tags ensure tag is attached to the equipment.

NOTES:

Completed by : _____ Date : _____

315-0111 FIRE HYDRANTS

Quantity: 9
Locations: SEVERAL LOCATIONS

Equip. Code: 315 Level: 1 Frequency: Annual / FALL
Regulations: NFC 6.6.4

CHECK LIST INSTRUCTIONS

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

NOTES:

Completed by : _____ Date : _____

300-0111 FIRE DAMPERS & STOP FLAPS

Quantity: 30 +
Locations: BUILDINGS 80 & 85

Equip. Code: 300 Level: 1 Frequency: Annual
Regulations: NFC 2.2.2.4 (5)

CHECK LIST INSTRUCTIONS

1. Inspect fire dampers to ensure they are in place and are not obviously damaged or obstructed and are in the open position.
2. Inspect hinges and other moving parts to ensure they are in good operating condition.
3. Remove fusible links, operate damper and check latch. Replace fusible links when finished.
4. Lubricate moving parts as required.
5. If possible, operate dampers with normal system, air flow to ensure they are not held open by the air stream. Ensure the duct construction will not be damaged by such testing.
6. Inspect the frame or sleeve securing the fire damper to the opening. Ensure the frame is secured on both sides of the opening and the ductwork does not penetrate the opening in the fire separation.

NOTES:

Completed by : _____ Date : _____

Exit Lighting, Exit Signs and Emergency Lighting

Quantity: SEVERAL LOCATIONS
Locations: BUILDINGS 20, 28, 29, 54, 80, 81 & 85

Equip. Code: _____ Level: 1 Frequency: Annual
Regulations: NFC 2.7.3.1(3) & 6.5.1.6/7/8

CHECK LIST INSTRUCTIONS

1. Pilot lights are functioning and not obviously damaged
2. Terminal connections are clean, free of corrosion and lubricated if necessary
3. Terminal clamps are clean and tight as per manufacture specifications
4. Battery surface is clean and dry
5. Simulate power failure conditions and ensure 30min of lighting provided (annual)

NOTES:

CHECK OFF BUILDING NUMBER WHEN COMPLETED

20	<input type="checkbox"/>	28	<input type="checkbox"/>	29	<input type="checkbox"/>	54	<input type="checkbox"/>	80	<input type="checkbox"/>	81	<input type="checkbox"/>	85	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										

Completed by : _____ Date : _____