

**RETURN BIDS TO:**  
Agriculture and Agri-Food Canada

**Address:**

**Attention:**

**Email:**     aafc.escprocurement-  
                  cseapprovisionnement.aac@agr.gc.ca

**REQUEST FOR PROPOSAL**

**Proposal To: Agriculture and Agri-Food Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

**Comments:**

Optional Site Visit:  
November 23rd, 2022 at 10AM

**Vendor/Firm Name and Address:**

**Issuing Office**

Agriculture and Agri-Food Canada

Title: Maintenance of elevating devices at the Central Experimental Farm	
Solicitation Number 01B46-22-126	Date of solicitation: 2022-10-28
Solicitation Closes: At: 2:00PM On: 2022-12-09	Time Zone: EST
Address Enquiries to:  Name: Carol Rahal Email: carol.rahala@agr.gc.ca	
Telephone Number: 418-928-1059	FAX Number:
Destination of Goods, Services and Construction: Central Experimental Farm 960 Carling Avenue, Neatby Buidling Ottawa, ONK1A 0C6	
<b>Instructions:</b> Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Delivery required: 2023-03-31	Delivery offered:
Vendor/Firm Name and Address:	
Name and title of person authorized to sign on behalf of vendor/firm (type or print)	
Signature	
Date	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

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In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

## 2.2 Submission of Bids

Bids must be submitted only to Agriculture and Agri-Food Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

## 2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 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](#)

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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 FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

## **2.4 Enquiries - Bid Solicitation**

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

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

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eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## 2.7 Optional site visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **960 Carling Avenue, Neatby Building, Ottawa, ON on November 23<sup>rd</sup>, 2022. The site visit will begin at 10AM (EST).**

Bidders are requested to communicate with Ms. Johnston by email at [rachael.johnston@agr.gc.ca](mailto:rachael.johnston@agr.gc.ca) no later than **November 21<sup>st</sup>, 2022** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section II: Certifications

## **Section I: Technical Bid**

In their technical bid, Bidders must provide a copy of a valid Elevating Device Mechanics Certificate for all his personnel assigned to the work. The Certificate shall be of the appropriate Class for the nature of the required work.

## **Section II: Financial Bid**

The bidder must complete and sign Annex B (Basis of Payment).

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

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

Bidders must provide a copy of a valid **Elevating Device Mechanics Certificate** for all his personnel assigned to the work. The Certificate shall be of the appropriate Class for the nature of the required work.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process. **(See Annex D, form for the integrity regime to be filled up)**

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death,

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sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### 5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by AAFC;

The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets;

The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;

Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the AAFC; and

The contractor/offeror must comply with the provisions of the:  
Security Requirements Check List.

## 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

[2010C \(2022-01-28\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>,2025.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carol Rahal  
Title: Team Lead  
Agriculture and Agri-Food Canada  
Corporate Management Branch  
Address: 2001 Robert-Bourassa, Suite 671-L  
Montreal, Quebec H3A 3N2

Telephone: 418-928-1059  
E-mail address: [carol.rahall@agr.gc.ca](mailto:carol.rahall@agr.gc.ca)

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

### 6.5.2 Project Authority

*(information will be provided at the contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

*(information will be provided at the contract award)*

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

For the regular services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Rates in Annex B, PART A (Basis of Payment) for Work performed.

Payment will be made no more than once a month, following the submission of all invoicing documentation and upon acceptance by the Project Authority.

#### 6.7.2 Limitation of Expenditure- Extra services (PART B, Annex B, Basis of payment)

Canada's total liability (For extra services) to the Contractor under the Contract must not exceed **\$10 000.00 per year (plus applicable taxes)** . **This amount is an estimation and will be used at AAFC's discretion.**

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

#### 6.7.3 Electronic Payment of Invoices – Contract

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The Contractor agrees to receive payment through direct deposit to a financial institution. Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

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

## 6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices should be sent to the email address below and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- [aafc.intserviceott-serviceintott.aac@canada.ca](mailto:aafc.intserviceott-serviceintott.aac@canada.ca)

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C \(2022-01-28\)](#);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Integrity Form;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation  
**01B46-22-126**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**01B46-22-126**

Buyer ID - Id de l'acheteur  
**Carol Rahal**  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A"**

**STATEMENT OF WORK**

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## APPENDIX A

### STATEMENT OF WORK

#### 1. INTRODUCTION

Agriculture and Agri-Food Canada (AAFC) requires service and maintenance of its elevating devices at the Central Experimental Farm (CEF) location. CEF has eighteen (18) elevating devices, under this requirement, and they are located in different buildings throughout the Farm's property.

#### 2. OBJECT OF THE AGREEMENT

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

#### 3. DEFINITION OF TERMS

1. The term "The Owner" as used herein refers to AGRICULTURE and AGRI-FOOD CANADA (AAFC).
2. The term "The Contractor" as used herein refers to the person, partnership or corporation signing a contract with AAFC, to furnish labour and material for the execution of the work described herein.
3. The term "The Consultant", as used herein refers to Rooney, Irving & Associates Ltd., 384 Bank Street, Suite 301, Ottawa, Ontario, K2P 1Y4, or subsequent firm as may be designated by AAFC who, when directed by AAFC, may act as his agent concerning the work.
4. The term "check", as used herein with regard to the maintenance routine includes corrective action found to be required.
5. All terms in the Specification that are not otherwise defined shall have the definitions as given in the Code.
6. "Callback Service" is defined as any request for service or assistance (other than maintenance) by AAFC where an elevating device is not available for use due to

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equipment shutdown or malfunction, excluding call backs resulting from conditions beyond control of The Contractor.

7. "Emergency Call Back Service" shall refer to any instance, and cover all activities as required to be performed by The Contractor other than Maintenance, to rescue and/or evacuate trapped passengers from an elevator cab.

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

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

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

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

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

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

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

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

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

1. All of the Contractor's personnel assigned to work on this requirement must hold a valid Elevating Device Mechanics Certificate of the province of Ontario. The Certificate shall be of the appropriate Class for the nature of the required work. Mechanics shall be experienced, competent and capable of performing the work required by the agreement according to the standards prescribed herein.
2. The Contractor shall provide the services of a competent Supervisor, who shall generally be

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aware of the Contractor's work on site and shall be available to represent The Contractor as may be required by AAFC.

3. All employees of The Contractor shall be neatly dressed in uniforms or coveralls identified with The Contractor's name. Employees shall behave in a courteous manner towards AAFC, The Consultant and users of The Equipment.
4. AAFC may, at his sole discretion, require the replacement of any of The Contractor's employees on site.
5. The Contractor shall strictly adhere to AAFC's site and safety regulations. These regulations are subject to changes throughout the term of the contract.
6. The Contractor's personnel shall be qualified, experienced, trained, competent and capable of performing the work required by the agreement according to the standards prescribed herein.
7. Maintenance technicians shall have sufficient resources to undertake the elevator, escalator and handicapped lift devices maintenance, and shall satisfy the call back response times as set out in this Contract.
8. The Contractor shall have access to training, technology, drawings, Original Equipment Manufacturer (OEM) adjustment tools and manuals, as well as the components and parts, to perform the required maintenance, to keep the existing equipment operating to Original Equipment Manufacturer (OEM) specifications. Parts replaced or installed shall be identical of those removed and must be like in nature.
9. The Contractor shall have appropriate engineering resources to be able to develop/modify and submit to both AAFC and the Provincial Elevator Authority, Maintenance Control Program (MCP) details for each type of elevator now contained within the portfolio.
10. The Contractor shall maintain a fully staffed 24 hour answering service, capable of recording incoming requests for call back service and dispatch the appropriate field technicians to respond to such requests, without delay or fault.
11. The Contractor shall be responsible to re-program hands free phones where the current set up does not directly call into the Contractor's own dispatching service or an agreed third party answering service as retained by AAFC. Where the Contractor takes over a Building as part of this portfolio, for which it had not previously maintained the equipment, The Contractor shall, within the first 2 days of the agreement's start date, have re-programmed all hands free phones that were previously set up to ring out to another elevator service company. The cost for this re-programming shall be included within the monthly maintenance price.

## 9. WITHHOLDING OF PAYMENTS

1. Payments due to The Contractor may be withheld by AAFC in the instance of unsatisfactory progress of the work or of defective materials or workmanship.
2. The monthly price may be reduced by AAFC to reflect the value of work not completed and entered in the log book notwithstanding labour disruptions/strikes.
3. AAFC may charge-back to The Contractor fees imposed by the Provincial Elevator Authority relating to non-performance of maintenance tasks.
4. Not completing and/or logging the completion of any month's routine maintenance will result in AAFC deducting 50% of the value of that month's billing. This arrangement does not alter The Contractor's full responsibility for complying with regulations or affect liability that may

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arise from this maintenance.

5. No portion of the monthly fee will be billed for an elevator out of service (such as awaiting parts or repairs) for more than two weeks of a given month.

## 10. NON-CHARGEABLE CALLBACKS

1. AAFC will not pay for callbacks, as a result of the following, as a minimum:
  1. Blown car door operating fuse for undetermined cause.
  2. Resetting car door operator faults for undetermined cause.
  3. Governor overspeed switches tripped or cars on safeties except where evident as misuse.
  4. Minor dust or dirt on car door detectors.
  5. Running on arrival, provided the callout was for valid reason.
  6. Failure of elevators to reset after power loss.

## 11. PROTECTION OF WORK AND PROPERTY

1. The Contractor shall in all phases of work, continuously maintain adequate protection of the work. He shall protect AAFC's property from damage arising from the contract. He shall make good any damage caused by lack of adequate protection.
2. The Contractor shall take all necessary precautions to ensure that the work is performed in a manner that does not endanger any person.
3. The Contractor to at no time leave hall landing doors in an unlocked condition, without a technician being present at the device.
4. The Contractor shall maintain in place all machine room equipment guarding provisions. Where guarding provisions are to be removed for equipment service access, The Contractor shall abide by OSHA requirements, making sure that the unguarded unit is under control and is safe. The Contractor shall not damage, break or lose equipment guarding. Where such provisions are damaged, lost or deformed by the actions of The Contractor, The Contractor shall repair or replace such guarding at its own cost, to the complete satisfaction of AAFC.

## 12. PARKING FACILITIES

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

## 13. PAYMENTS

1. Payment will be made no more than once per month for actual days of service incurred.

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2. There will be no extra charge for callback service during regular working hours and emergency callback service at any hour of the day or night. An emergency callback shall include instance of trapped passenger or the malfunction of more than one elevator in a building. In the event that AAFC requires The Contractor to provide after-hours service for a non-emergency callback, a premium charge of \$100 hourly will apply.
  3. Retrieval of keys from elevators' pit will be billed as a fixed (not hourly) price of \$200 in regular working hours and \$300 in off hours, per occurrence.
  4. The Contractor shall cover extra or overtime costs from repair shops (e.g., machine shops, motor rewind shops) relating to after-hours work required to return critical elevators to service as soon as possible. A critical elevator would be as a minimum: single elevator in a building, or more than fifty percent (50%) of the elevators in a group out of service.
  5. For work included under the coverage of this contract where AAFC elects that the work is to be carried out in off hours for AAFC's convenience, AAFC will pay the extra actual labour costs plus twenty percent (20%) markup, regardless of Contractor's standard billing rates.
  6. The **regular** hourly billing rates for additional work not included in this contract are:

**(Please fill out this section using Annex B, Basis of payment)**

ROLE	RATE (\$/HR)
<b>Mechanic</b>	\$
<b>Helper</b>	\$
<b>Service Crew</b>	\$
<b>Adjuster</b>	\$

7. The **overtime** hourly billing rates for additional work not include in this contract are:

**(Please fill out this section using Annex B, Basis of payment)**

ROLE	RATE (\$/HR)
<b>Mechanic</b>	\$
<b>Helper</b>	\$
<b>Service Crew</b>	\$
<b>Adjuster</b>	\$

#### 14. MINIMUM LABOUR

1. The Contractor shall perform routine preventative maintenance on each elevating device,

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as outlined herein, at least monthly.

2. The Contractor shall provide routine maintenance examinations in accordance with the applicable legislation and as follows:
  1. At least once per month, The Contractor shall examine, clean, adjust and lubricate all electrical and mechanical components of the elevating devices.
  2. For the purpose of performing preventive maintenance procedures, The Contractor shall provide the following minimum visits and labour for each device:
 

For hydraulic elevators:	1 hour each month
For traction elevators:	2 hours each month
For elevators over ten (10) floors	3 hours each month
For lifts and dumbwaiters:	2 hours each quarter
3. The frequencies listed above shall exclude major repairs, annual safety tests and time dedicated to assist AAFC, Owner's representative, or The Consultant.
4. All mandatory annual and five-year tasks shall be carried out by a service crew and not by the route mechanic. The requirement to carry out service crew work is not to interrupt the timely completion of routine maintenance.
5. For all annual, three (3) year and five (5) maintenance tests, schedules are to be submitted for each calendar year by December 15th of the preceding year. Any changes to the schedule for these intervals are to be submitted for approval to AAFC at least two (2) business days before the scheduled event. In the event that changes are made to the schedule, an updated schedule is to be submitted to AAFC.
6. In the event of booked vacation or sickness, The Contractor shall provide alternative or back up technicians to ensure there are no missed planned inspections or equipment servicing visits.

## 15. HOURS OF WORK AND RESPONSE TIME

1. The Contractor shall provide emergency response time to remove trapped persons of thirty (30) minutes maximum at any time of day or night. Should a call be placed to The Contractor to remove trapped passengers from the confines of the equipment after AAFC's regular working hours and the person(s) is released from the elevator prior to the arrival of The Contractor's representative, no additional charges will apply. AAFC agrees that in the event a trapped person is released from the elevator after a service call has been placed, AAFC will immediately contact The Contractor and advise the same.
2. The Contractor shall provide emergency response time for emergency callbacks (not including trapped passengers) of forty-five (45) minutes maximum during regular working hours and one (1) hour maximum after 17:00 hours or on weekends.
3. The Contractor shall answer non-emergency call backs within ninety (90) minutes from receipt of call during regular working hours - 07:00 and 17:00 hours.
4. Regular hours of work for the maintenance contract, under the terms of this Agreement shall be between 07:00 and 17:00 hours, Monday to Friday, statutory holidays excepted.

## 16. NEW INSTALLATIONS

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

## 17. OCCUPANCY CLAUSE

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

OCCUPANCY (%)	DISCOUNT (%)
Below 24.9%	40%
25% to 49.9%	30%
50% to 60%	20%

2. It is understood and agreed that with a price reduction, there may be also a pro rata reduction in the maintenance expended.
3. When the occupancy is lower than sixty percent (60%) for a period of three months, to establish the above-noted discounts, AAFC must notify The Contractor of the occupancy rate in advance and in writing and will continue such notice on a quarterly basis until occupancy exceeds sixty percent (60%). The discount shall commence with the first monthly payment subsequent to notice of reduction of occupancy and shall be adjusted or terminated as required with payment subsequent to each quarterly notice. Occupancy will be assumed constant if no notice is received.

## 18. OBSOLETE

1. The intent of this agreement is The Contractor takes responsibility for repairs and replacements for the duration of the contract term. Equipment that is deemed by The Contractor "obsolete" should be taken into account by The Contractor in establishing their fee for the next contract renewal, including to cover off required custom repairs and manufacturing.
2. In the event an upgraded component is available to replace an existing obsolete component, AAFC may at their option direct The Contractor to utilize the upgraded component and pay the cost differential versus the comparable component, plus twenty percent (20%) profit to The Contractor. If AAFC elects not to upgrade the component, The Contractor will replace the obsolete component with comparable component at no extra cost.

## 19. GENERAL SPECIFICATIONS

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

1. Maintain a copy of the Elevator Specifications in the machine room and readily available to the maintenance mechanic in order to properly implement the preventive maintenance

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program. These Elevator Specifications must be located on in a common parts supply room no later than the end of the first month of the contract.

2. Assume immediate responsibility for the repair and cleanliness of the equipment upon start of the contract.
3. Maintain all equipment in a safe, clean and operational condition. Perform monthly examinations as a minimum for each elevator.
4. Maintain the elevators to provide reliable service including a utilization rate of better than ninety-eight percent (98%) and a callback rate of better (less) than 0.4 per elevator per month.
5. Retain original fusing arrangements on all circuits.
6. Show on each call back service ticket the nature of work completed and labour expended.
7. No more than twice in each twelve (12)-month time period, per elevator group, throughout the term of this contract, assist AAFC by supervising the access of others into the elevator shafts. For example, assist with the testing of the smoke detectors located at the top of the elevator shafts. Testing may be required in off-hours.
8. The Contractor shall not be responsible for the repair or replacement of damaged parts caused by the malicious action of others.
9. Obtain a Hot Work Permit from AAFC for any cutting, grinding, welding or any type of work which creates sparks or an open flame.
10. On each regular maintenance time ticket, identify the nature of work. Maintain also an up-to-date elevator maintenance log book, to further identify the nature of all work performed, the date, and name of the mechanic. Keep one log book per elevating device in the elevator machine room. The log book will remain at all times as property of AAFC.
11. In cases where it becomes necessary to remove a device from service, post an approved notice at each landing clearly advising that the unit is under maintenance. Store notices on site when not in use.
12. Properly document all elevator malfunctions in the machine room log including date, time, problem, resolution and technicians involved. When requested provide more detailed reporting on any specific problem including long-term plan for resolution of intermittent or recurring problems. Provide reports generated by a technical expert with first-hand knowledge of the issues.
13. The Contractor shall be solely responsible for the operation of the in-car communication system, including the programming of the in-car device and the phone line from the machine room demarcation point to the device located in the cab.
14. Do not utilize a computerized log book, solely.
15. Do not permit an accumulation of oil or grease on any component so as to represent a fire hazard or slip hazard.
16. Maintain the equipment to satisfy codes in force at the time of the elevator installation, established by the relevant Federal, Provincial and/or Municipal government departments.
17. Monitor and be aware of changes to the Provincial Elevating Devices Act and Regulations, Elevating Device Branch Director's rulings, and B44 code. Notify AAFC in writing of

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relevant changes and submit estimated costs of the necessary modifications involved. Provide modifications only after receiving written approval from AAFC.

18. Maintain during regular working hours the equipment, including accessories. Carry out examinations, lubricate, adjust, clean and as conditions warrant, repair, or replace any parts of the installations with the exception of those items specifically excluded by this contract.
19. Do not permit equipment to operate if any safety device is inoperative. Jumpers used for trouble-shooting or adjusting shall be of bright colour, not green.
20. At the first scheduled examination, check lubrication, fusing, grounding, signals, and cleanliness of the equipment.
21. Employ "Out of Service - Do not close switch or remove tags" signs upon the disconnect of any elevators placed out-of-service.
22. Do not carry any materials on top or under the elevators except for the sole purpose of maintaining the elevators.
23. Be responsible for replacement of the mainline fuses in the machine rooms, except in the case where these fuses fail more than once in a sixty (60) day period and this failure is due to the incoming power supply and is not due to problems with the conveying equipment.
24. Maintain effective communication with AAFC relevant to regular maintenance, scheduled repairs and unexpected shutdowns of the equipment.
25. Notify AAFC without delay of any necessary repairs or hazardous conditions not the responsibility of The Contractor.
26. Advise AAFC's representatives when arriving and departing the premises.
27. Make available a full fire extinguisher when using lubricants or flame-type tools.
28. Maintain machine rooms clean and free of rubbish or loose parts. Broom sweep and mop rooms when required. Do not leave covers off controllers, motors, tanks, etc., between examinations.
29. In the event of an incident or accident on an elevating device as covered under this Agreement, The Contractor shall immediately notify AAFC and the Provincial regulatory Authority applicable for the building in question. A detailed written explanation and record of how and why the incident or accident took place shall be submitted to AAFC within twenty-four (24) hours following the incident or accident where ever possible. In the event the investigation of events is still underway twenty-four (24) hours following an incident or accident, The Contractor shall provide daily updates to AAFC as to the progress of the investigation. The Contractor shall assist AAFC in its reporting of such incidents/accidents to the regulatory authorities and shall advise AAFC of all regulatory requirements and accident/incident reporting expectations at no additional charge to AAFC.
30. Undertake major repairs, whether preventive or unplanned, in off hours, covering overtime labour costs, expedited transportation materials, over time machine shop costing and similar, when involving a single grouped elevator or should the maintenance activity require taking more than one elevator out of group service. This includes undertaking rope replacements in overtime if The Contractor's safety policy requires the adjacent elevators to be left out of operation during rope changes.

## 20. PERFORMANCE AND TESTS

The Contractor shall:

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

## 21. PARTS COVERAGE

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

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

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

Car enclosure, car lighting that is accessible from the cab interior, floor coverings, handrails, suspended ceilings, inground hydraulic cylinders, buried piping, hoistway enclosure, hoistway

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frames and threshold portion of hoistway door sills.

## 22. SPARE PARTS AND PART REPLACEMENT

The Contractor shall:

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

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

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

## 23. MAINTENANCE CONTROL PROGRAM

The Contractor shall:

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

## 24. SYSTEMATIC MAINTENANCE

The Contractor shall:

1. As a minimum, carry out inspections and tests in accordance with this document and the

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following:

- i. Latest edition of ASME 17.1/CSA B44 Safety Code for Elevators and Escalators, including latest Supplement.
  - ii. CSA Standard B44.2 Maintenance Requirements and Intervals for Elevators, Escalators, Dumbwaiters, latest Supplement.
  - iii. Elevating Devices Code Adoption Document, including all latest amendments.
  - iv. Technical Standards And Safety Act .
  - v. Provincial Regulations for Elevating Devices
  - vi. ASME A17.6-2010 - Standard for Elevator Suspension, Compensation and Governor Systems
  - vii. Provincial Regulation for Certification and Training of Elevating Devices Mechanics
  - viii. All active Provincial rulings and Orders.
  - ix. Maintenance Control Program (MCP)
2. During each examination, ride the device to note general operation including floor levelling, smooth movement of cabs, correct operation of car and hall stations, operation of car lighting, operation of indicator lights/lanterns/gongs, elevator door movement and functioning of door protective devices.
  3. During each examination pay particular attention to relays and switch contacts known to require frequent replacement.
  4. During each examination, correct obvious malfunctions or hazards to the safety of passengers.
  5. Replace all guarding upon completion of maintenance tasks and prior to leaving the site.
  6. Carry out TSSA-mandated monthly, annual, 36-month and 60-month interval tasks as required by the date of last logged completion including completing tasks left as due or overdue under any previous contract for elevator maintenance.

## 25. MONTHLY INTERVALS

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

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

## **26. TWO MONTH INTERVALS**

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

## **27. THREE MONTH INTERVALS**

1. Check tension and fastenings of all wire ropes, including shackles, wire rope clips, and rods. Equalize ropes and tighten any fastening. Ensure rope clips are not rubbing against each other. Verify proper operation of residual strength means.
2. Check car and hall stations for fastenings and condition of buttons.
3. Test the car emergency lighting system.
4. Check safety gear linkages, including pivots and joints. Check system for free movement.
5. Inspect and test operation of hoistway access switches.
6. Examine governor and operate by hand to verify correct operation.
7. Check operation of slack rope switches.
8. Check operation of low pressure switches, low oil sensor, runtime sensors, and thermal protection of motor and/or hydraulic fluid.

## **28. SIX MONTH INTERVALS**

1. Vacuum or blow out controllers, front and rear.
2. Check voltages of controller components.

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

## 29. TWELVE MONTH INTERVALS

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

NOMINAL DIAMETER (inches)	MINIMAL DIAMETER (inches)
3/8"	11/32"
7/16"	13/32"
1/2"	15/32"
9/16"	17/32"
5/8"	37/64"
11/16"	41/64"
3/4"	46/64"
1"	15/16"

5. Clean down all hoistway equipment, including hoistway ledges, projections, lubricate all hangers, and check brackets, rail fastenings, and entrance fastenings.
6. Inspect door operator motor brushes and clean and change brushes if necessary. Inspect all door operator linkages and lubricate at pivot points.
7. Have competent supervisory personnel inspect the installation to determine if examiner is performing properly and that all work has been in accordance with specifications. This examination is to include tachometer test of speeds in both directions and any necessary adjustments made to obtain original contract speeds in keeping with safe practice.
8. In the presence of AAFC's representative, demonstrate:
  1. firefighter's service and emergency service
  2. audio equipment
  3. emergency power operation
  4. attendant operation, independent service operation and any other emergency service operation
  5. dispatching features, together with door protection features
9. Test all redundancy circuits to verify their proper operation. Record results of test in log book.
10. Test the emergency recall operation to recall floor and in-car emergency service for proper operation.
11. Clean and test safety switches.
12. Verify traction monitoring system.
13. Test car safeties.
14. On hydraulic elevator, test the relief valve setting for compliance. Reseal valve if seal is broken.
15. Visually inspect exposed hydraulic cylinders. Cylinders which are not exposed shall be tested for leakage.
16. On hydraulic elevators, check and adjust valves as per manufacturer's recommendations.
17. Check condition of hydraulic fluid through laboratory analysis and replace as required including replace if: (1) change in TAN (total acid number) exceeds 1 for mineral oil or 2 for vegetable oil. (2) Viscosity delta changing outside range of negative 6 to plus 2, or (3) Water in excess of 250 ppm. Alternative to complete replacement will be considered depending on circumstance and in all cases requires filtration to better than 3 microns.
18. Verify operation of plunger grippers.

---

19. Carry out Category 1 tests as identified in Code Adoption document.

### 30. THIRTY-SIX MONTH INTERVALS

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

### 31. SIXTY MONTH INTERVALS

1. Carry out Category 5 tests as identified in Code Adoption document. Equipment or building damage resulting from these tests will not be the responsibility of The Contractor if the tests were carried out with due diligence. This provision is accepted by both parties as negating the need for a test waiver.
2. Wash off all elevator machinery in machine room. Paint all machinery with Low Odour machinery enamel.
3. Test governor pull-through force to verify that the governor rope pull-through force is at least sixty-seven percent (67%) greater than the force required to activate the safety or to trip the governor-rope releasing carrier, and not greater than twenty percent (20%) of the ultimate strength of the governor rope.
4. Test safeties and governors with rated load in car.
5. Test machine brake with one hundred and twenty-five percent (125%) load in car (or as required by Code). Verify the brake setting in accordance with the information posted on the brake setting data plate.
6. Test governor pull-through force each time that the seal on the governor is disturbed or if there is indication that the pull-through force does not conform to Code, and after the governor rope is replaced.
7. For installations where a "life jacket" hydraulic plunger safety device is installed, test the overspeed and loss of pressure devices with the full load in the car, as per manufacturer's recommendations and procedures.
8. Test the overspeed valve (where provided) for compliance. Reseal valve if seal is broken.
9. Replace hydraulic fluid for hydraulic elevators if not previously replaced within the last 60 months in accordance with the 12 month interval verification of oil quality listed in this document.

### 32. DELIVERABLES

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

### 33. DESCRIPTION OF SERVICED EQUIPMENT

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

01B46-22-126

Carol Rahal

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

01B46-22-126

Building Number	Installation Number	Type	Manufacturer	Next 5 Year Test
20	10175	Freight	Otis - Fensom	2021
20	10176	Passenger	(2001) Delco Car, MFS90-SCR-1 Controller	2021
20	10534	Freight	Peele	2021
20	10535	Passenger	J and E Hall (2006) MCE Controller, Holister-Whitney	2021
20	10536	Passenger	J and E Hall (2006) MCE Controller, Holister-Whitney	2021
20	70556	HC Lift	Concord PAL 1:2	N/A
21	64416	Freight	Northern	2024
22	10124	Freight	Otis (1953)	2021
22	10125	Passenger	Otis (1953) APV Canada	2021
49	10830	Passenger	Montgomery (1961 approx.)	2021
50	10634	Freight	Otis (1961 approx.)	2021
55	77483	HC Stair Lift	Xpress - II	N/A
55	77824	Passenger	Delta	2023
57	80140	Passenger	Schindler 330A	2024
59	77069	Passenger	Northern (2001)	2021
74	75312	HC Lift	Garaventa Xpress 11	N/A
94	64576124	Passenger	Otis G2S 2520R (2013)	2024
99	74496	Dumbwaiter	D.A. Matot. #1011111	N/A

Solicitation No. - N° de l'invitation  
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Buyer ID - Id de l'acheteur  
**Carol Rahal**  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

**Basis of Payment**

**PART A: REGULAR SERVICES**

**Year 1**

**January 1, 2023 to December 31, 2023**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	6457612 4	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL YEAR 1</b>					<b>\$</b>
					<b>(Excluding Taxes)</b>

Solicitation No. - N° de l'invitation  
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Amd. No. - N° de la modif.  
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 01B46-22-126

Buyer ID - Id de l'acheteur  
 Carol Rahal  
 CCC No./N° CCC - FMS No./N° VME

**Year 2**

**January 1, 2024 to December 31, 2024**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	6457612 4	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL YEAR 2 \$</b>					
<b>(Excluding Taxes)</b>					

Solicitation No. - N° de l'invitation  
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Amd. No. - N° de la modif.  
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 Carol Rahal  
 CCC No./N° CCC - FMS No./N° VME

**Year 3**

**January 1, 2025 to December 31, 2025**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	6457612 4	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL YEAR 3</b>					<b>\$</b>
<b>(Excluding Taxes)</b>					

Solicitation No. - N° de l'invitation  
 01B46-22-126  
 Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 01B46-22-126

Buyer ID - Id de l'acheteur  
 Carol Rahal  
 CCC No./N° CCC - FMS No./N° VME

**Option Year 1**

**January 1, 2026 to December 31, 2026**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	6457612 4	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL OPTION YEAR 1</b>					<b>\$</b>
<b>(Excluding Taxes)</b>					

Solicitation No. - N° de l'invitation  
 01B46-22-126  
 Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 01B46-22-126

Buyer ID - Id de l'acheteur  
 Carol Rahal  
 CCC No./N° CCC - FMS No./N° VME

**Option Year 2**

**January 1, 2027 to December 31, 2027**

<b>Building Number</b>	<b>Inst. Number</b>	<b>Type</b>	<b>Maintenance Frequency</b>	<b>Cost (Excluding Taxes)</b>	<b>Annual Cost (Excluding Taxes)</b>
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	6457612 4	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
<b>TOTAL OPTION YEAR 2 \$</b>					
<b>(Excluding Taxes)</b>					

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YEAR 1	YEAR 2	YEAR 3	Option Year 1	Option Year 2
\$	\$	\$	\$	\$
<b>GRAND TOTAL: (excluding applicable taxes)</b>				

The Grand Total will be evaluated to determine the winner.

**PART B: Hourly rate for EXTRA WORK (This portion won't be evaluated)**

The estimated amount per year is \$10 000.00. This amount is not guaranteed and will be used at AAFC's discretion.

The **regular** hourly billing rates for additional work not included in this contract are:

ROLE	RATE (\$/HR)
Mechanic	\$
Helper	\$
Service Crew	\$
Adjuster	\$

The **overtime** hourly billing rates for additional work not include in this contract are:

ROLE	RATE (\$/HR)
Mechanic	\$
Helper	\$
Service Crew	\$
Adjuster	\$

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01B46-22-126

Buyer ID - Id de l'acheteur  
Carol Rahal  
CCC No./N° CCC - FMS No./N° VME

**VENDOR/COMPANYNAME:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

(including Postal Code)

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FACSIMILE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**THE SIGNATURE INDICATES ACCEPTANCE OF TERMS AND CONDITIONS SET OUT IN THIS INVITATION**

Solicitation No. - N° de l'invitation  
**01B46-22-126**  
Client Ref. No. - N° de réf. du client

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**01B46-22-126**

Buyer ID - Id de l'acheteur  
**Carol Rahal**  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat 22-2017
Security Classification / Classification de sécurité Unclassified

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine **AAFC**      2. Branch or Directorate / Direction générale ou Direction **CMB**

3. a) Subcontract Number / Numéro du contrat de sous-traitance **N/A**      3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant **N/A**

4. Brief Description of Work / Brève description du travail  
Elevator service and maintenance of 19 elevating devices located at the Central Experimental Farm.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat 22-2017
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat 22-2017
Security Classification / Classification de sécurité Unclassified

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



Contract Number / Numéro du contrat 22-2017
Security Classification / Classification de sécurité Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Rachael Johnston		Title - Titre Contracts Administrative Assistant	Signature Johnston, Rachael
<small>Digitally signed by Johnston, Rachael DN: C=CA, O=GC, OU=AGR, CN=Johnston, Rachael Reason: I am the author of this document Location: your signing location here Date: 2022.07.13 09:38:47 -0400 Foxit PDF Editor Version: 11.2.2</small>			
Telephone No. - N° de téléphone 343-548-4918	Facsimile No. - N° de télécopieur n/a	E-mail address - Adresse courriel Rachael.johnston@agr.gc.ca	Date July 13, 2022
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Lise Levesque-Masson		Title - Titre SRCL Coordinator	Signature Lise Levesque-Masson
<small>Digitally signed by Lise Levesque-Masson Date: 2022.07.13 10:53:57 -0400</small>			
Telephone No. - N° de téléphone 613-773-1464	Facsimile No. - N° de télécopieur 613-773-1488	E-mail address - Adresse courriel lise.levesquemasson@canada.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Solicitation No. - N° de l'invitation  
**01B46-22-126**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**01B46-22-126**

Buyer ID - Id de l'acheteur  
**Carol Rahal**  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**  
**INTEGRITY FORM**



## Integrity Declaration Form

An Integrity declaration form must be submitted when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the [Ineligibility and Suspension Policy](#) (the “policy”); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier’s affiliates**<sup>1</sup> has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

### Instructions for Submitting an Integrity Declaration Form

#### Suppliers submitting bids by regular mail

1. Please complete the Integrity declaration form by providing the information requested.
2. Put the completed form in a sealed envelope labeled, “Protected B,” and addressed to:

~~Departmental Oversight Branch  
Public Works and Government Services Canada  
L’Esplanade Laurier, West Tower  
300 Laurier Avenue West  
Floor 10, Room 10149  
Ottawa, ON K1A 0R5  
Canada~~

3. Include the sealed envelope with your bid submission, offer or lease.

#### Suppliers submitting bids through the Electronic Procurement Solution (“SAP Ariba”) or by Canada Post *epost Connect*

1. Please complete the Integrity declaration form by providing the information requested.
2. Save or scan a signed copy of the document.

3. Send an email to [TPSGC.Surveillancedelintegrite-IntegrityCheck.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Surveillancedelintegrite-IntegrityCheck.PWGSC@tpsgc-pwgsc.gc.ca) indicating that you would like to submit an Integrity declaration form via *ePost Connect*.

**Do not send the completed form directly to this email.**

4. Check your email for an *epost Connect* notification and follow instructions to submit the completed Integrity declaration form.

**Please Note: Only the completed declaration form should be sent to this *epost Connect* inbox. All remaining bid materials must be sent to the address provided in the solicitation documentation. Any other material sent to this address will not be read or forwarded, and this may result in a bid not being considered.**

## SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

## SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to you, and foreign criminal convictions pertaining to your affiliates that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

Name of party with charge or conviction	
---	--

Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this form:

Yes  No

## SECTION 3: INABILITY TO PROVIDE A CERTIFICATE

### A. FOREIGN CRIMINAL CHARGES AND CONVICTIONS

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this form. Public Works and Government Services Canada (PWGSC) may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this form:

Yes  No

### B. DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a domestic criminal offence or other circumstance described in the Policy applies to you or one of your affiliates, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you or an affiliate, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

<b>Offence</b>	<b>Supplier</b>	<b>Affiliate</b>
<b>Financial Administration Act</b>		
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criminal Code</b>		
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criminal Code</b>		
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>
367: Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>
368: Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>
382: Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>
382.1: Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>
397: Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>
422: Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>
426: Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>
462.31: Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>
467.11: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
467.12: Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
467.13: Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
<b>Competition Act</b>		
45: Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>
46: Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>
47: Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>
49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>
52: False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>
53: Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>
<b>Corruption of Foreign Public Officials Act</b>		

3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controlled Drugs and Substances Act</b>			
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lobbying Act</b>			
Registration of Lobbyists			
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Income Tax Act</b>			
239:	False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>
<b>Excise Tax Act</b>			
327:	False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other circumstances (specify)</b>			
<b>Comments</b>			

**C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION**

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor<sup>2</sup>, you should explain the circumstances in this form, including details relating to your capacity to participate in a federal contracting process. With respect to an ineligible or suspended subcontractor, include a copy of the written consent provided by the contracting department or agency to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this form.

PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this form:

Yes  No

### Declaration

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_ declare that the information provided in this form is, to the best of my knowledge and belief, true, accurate and complete. PWGSC may request additional information relating to this declaration. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

\_\_\_\_\_  
Signature, Date

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

### With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

## Guidance Document for the Declaration Form

This Integrity declaration form is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this form to include suppliers and affiliates.

The Integrity provisions contained in instruments involved in procurement processes and real property transactions require a supplier to submit an Integrity declaration form when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the [Ineligibility and Suspension Policy](#) (the “policy”); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier’s affiliates**<sup>1</sup> has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

An Integrity Declaration Form must be submitted only when one of these circumstances applies to the supplier. When no form is submitted, it will be understood to mean that none of these circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

### 1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier has, in the past three years, been charged with or the supplier or one of its affiliates has, in the past three years, been convicted of a similar offence in a foreign jurisdiction. The Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign

offence and an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

## 2. Inability to Provide a Certificate

The Integrity provisions provide that, by submitting a bid or offer, a supplier is certifying to the truth of the statements described by the provisions.

Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the certifications required by the Integrity provisions, it must complete and submit this Form with its bid or offer.

### A. Foreign Criminal Charges and Convictions

As noted above, the Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates filed in the past three years that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Foreign Criminal Charges and Convictions**, to be included with this form. PWGSC may request additional information from the supplier.

## **B. Domestic Criminal Offences and Other Circumstances**

The Integrity provisions require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it or one of its affiliates. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.<sup>3</sup> Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier or one of its affiliates, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

## **C. Inability to Certify as to a Determination of Ineligibility or Suspension**

The Integrity provisions require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.

## Footnotes

### Footnote 1

Please refer to the policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

### Footnote 2

The term “first-tier subcontractor” is defined in section 16(a) of the policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

### Footnote 3

See, policy, section 8, for information on pardons and record suspensions. A pardon would apply only to a conviction.