



Invitation to Tender (ITT): 01965-18-2035

FOR THE PROVISION OF

ELEVATING DEVICES MAINTENANCE SERVICES

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

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

2.0 SECURITY REQUIREMENTS

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

- a) the Bidder's personnel that will perform the work on the Central Experimental Farm (CEF) site must meet the security requirement as indicated in Part 3 – Resulting Contract Terms and Conditions – 3.0; and
- b) the Bidder must provide the name of all individuals who will work on the CEF site.

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

3.0 INTERPRETATION

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

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

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION PERIOD

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the ITT. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a bid.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **five (5)** business days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of a Bid.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this ITT, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held **February 26th, 2019 at 10:00 AM** at the CEF Ottawa, 960 Carling Avenue, Ottawa. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

3.0 SUBMISSION OF BID

- 3.1 Bids must be submitted in hard copy as described in Article 4.0.

Due to the nature of this ITT electronic transmission of bid by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.

3.2 Delivery of Bids

- 3.2.1 Bids must be delivered in a sealed envelope before the Tender Closing Time of **March 14th, 2019 at 2:00 PM**, to the following address:

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

- 3.2.2 Bid envelopes must be clearly marked with, at minimum, the following information:
- i. ITT Solicitation Number
 - ii. Bidder Company Name & Address
 - iii. Government Department Name & Address
 - iv. Contracting Authority named in Part 3
- 3.2.3 Bid envelopes must be clearly and legibly time stamped, using the date-stamp machine located at the Bid Box.
- 3.2.4 Bid envelopes must be deposited into the Bid Box. The limitations of the Bid Box mail slot are: 10" L x 1/2" W. Envelopes must be able to fit through this slot in order to be deposited.

- 3.3 The onus for submitting bids on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their bid to the Contracting Authority.
- 3.4 Bids submitted in response to this ITT will not be returned.

4.0 BID PREPARATION INSTRUCTIONS

- 4.1 The bid **should** be structured in three (3) sections as indicated below:

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

- 4.2 The Bidder may **submit a bid in either official language.**
- 4.3 The Bidder's envelope and each copy of the bid is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the ITT Number.

5.0 PREPARATION OF TECHNICAL BID (Section 1)

- 5.1 In the Technical Bid, the Bidder **must** demonstrate how the Bidder meets the requirements of section **2.0 Mandatory Criteria of Appendix "D" Evaluation Procedures and Criteria.**

6.0 PREPARATION OF FINANCIAL BID (Section 2)

In the Financial Bid, the Bidder shall provide a firm all-inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B.**

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

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

7.0 CERTIFICATION REQUIREMENTS (Section 3)

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

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

8.0 EVALUATION PROCEDURES

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

9.0 INVITATION TO TENDER AMENDMENT(S)

- 9.1 Any modifications to this ITT will be made through an amendment which will be sent to all bidder(s).

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to ITT #01965-18-2035, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

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

3.0 SECURITY REQUIREMENT

There is a security requirement associated with the work.

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

3.2 The Contractor/Offeror must comply with the provisions of the:
a) Security Requirements Check List, attached at Appendix “F”;
b) Departmental Security Requirements when on AAFC’s property;
c) Industrial Security Manual (Latest Edition)

3.3 The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

As a security precaution, it is required that all employees engaged in work or business for the Contract is readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.

4.0 CONTRACT PERIOD

4.1 The Contract shall be from contract award to March 31st, 2021.

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

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

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

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

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Daniel Lafreniere
Senior Contracts Officer
Agriculture and Agri-Food Canada
Central Experimental Farm, Integrated Services,
960 Carling Ave., Room 1113
Ottawa, ON K1A 0C6
E-mail address: daniel.lafreniere@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

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

8.0 PRIORITY OF DOCUMENTS

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Invitation to Tender number 01965-18-2035
7. Contractor's Bid dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Not applicable.

10.0 REPLACEMENT OF PERSONNEL

10.1. The Contractor will provide the services of the personnel named in the Contractor's Bid to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.

10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.

10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.

- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the ITT #01965-18-2035
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

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

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

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

13.2 Limitation of Expenditure

- 13.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*amount to be inserted upon contract award*). Customs duties are included and the Applicable Taxes are extra.

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

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

13.2.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

14.0 METHOD OF PAYMENT

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

15.0 DIRECT DEPOSIT

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

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

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

16.2 In addition to Appendix A, Article GC17, invoices must be submitted on the Contractor's own invoice form and must provide an accurate description of the services provided by the Contractor which have been performed, verified and accepted by Canada.

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

17.0 MANDATORY CERTIFICATIONS

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

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

18.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

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

19.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

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

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

(a) It is competent to perform the Work;

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

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

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

4.3 The Contractor shall:

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

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

(c) Ensure that the Work:

- (1) is of proper quality, material and workmanship;
- (2) Is in full conformity with the Statement of Work; and
- (3) Meets all other requirements of the Contract.

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

GC5. Inspection and Acceptance

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

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

GC6. Amendments and Waivers

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

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

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

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

GC7. Time of the Essence

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

GC8. Excusable delay

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

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

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

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

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

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

(a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and

(b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

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

GC9. Termination of convenience

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

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

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

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

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

GC10. Termination due to Default of Contractor

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

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

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

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

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

GC11. Suspension of Work

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

GC12. Extension of Contract

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

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

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

TERMS OF PAYMENT

GC13. Method of Payment

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

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

GC14. Basis of Payment

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

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

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

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

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

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

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

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

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

GC16. Records to be kept by Contractor

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

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

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

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

GC17. Invoice Submission

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

17.2 Invoices must show:

(a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);

(b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;

(c) deduction for holdback, if applicable;

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

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

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

GC18. Right of Set off

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

GC19. Assignment

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

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

GC20. Subcontracting

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

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

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

GC21. Indemnification

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

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

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

or

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

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

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

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

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

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

GC28. T1204 Government Service Contract Payment

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

GC29. Successors and Assigns

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

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

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

GC31. No Bribe

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

GC32. Errors

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

GC33. Performance

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

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Integrity Provisions

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

GC39. Public Disclosure

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

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

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

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

GC44. Entire Agreement

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

APPENDIX B

STATEMENT OF WORK

1. INTRODUCTION

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

2. OBJECT OF THE AGREEMENT

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

3. DEFINITION OF TERMS

1. The term "The Owner" as used herein refers to AGRICULTURE and AGRIFOOD 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 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 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 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 himself and his 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.
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:

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

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

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

14. MINIMUM LABOUR

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

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 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 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-weighing, locks, lubricants, lubrication-systems, machines, magnets, microprocessors, monitoring-systems, monitors, motor-drives, motors, mufflers, oil, oil-coolers, oil-line, overloads, packings, phase-protection, pick-ups, pistons, platforms, plugs, plungers, plunger-grippers, power-supply, pulleys, pumps, push-buttons, rails, relays, resistors, restrictors, retainers rollers, rope-grippers, ropes, rotors, safety-edges, safety-planks, scavengers, SCRs, seals, sensors, shackles, shafts, sheaves, shims, shoes, shutoff-valves, site-guards, slings, slippers, software, solenoids, speakers, spiders, springs, stators, stop-rings, suspension-systems, switches, tachometers, tanks, tape-heads, tapes, telephones, thrusts, top-of-car-stations, top-of-car-railings, stations tracks, transformers, transistors, travelling-cables, trough, valves, VF-drives, Victaulics, voice-annunciation, wedges, welds, windings, wire-ropes, wiring and worms.

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 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 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 wiring.
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.
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

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

APPENDIX C

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 14. and 15. of Part 3, and Appendix 'A' – Terms of Payment.**

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

2.0 Pricing Basis

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

Year 1
Date of contract award to March 31, 2020

Building Number	Inst. Number	Type	Maintenance Frequency	Cost (Excluding Taxes)	Annual Cost (Excluding Taxes)
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 12=	\$
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	64576124	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
TOTAL YEAR 1					\$
(Excluding Taxes)					

Year 2
April 1st, 2020 to March 31st, 2021

Building Number	Inst. Number	Type	Maintenance Frequency	Cost (Excluding Taxes)	Annual Cost (Excluding Taxes)
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 12=	\$
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	64576124	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
TOTAL YEAR 2 \$					
(Excluding Taxes)					

**Option Year
(April 1st, 2021 to March 31st, 2022)**

Building Number	Inst. Number	Type	Maintenance Frequency	Cost (Excluding Taxes)	Annual Cost (Excluding Taxes)
18	078892	Freight, Handicap, Passenger	Monthly	\$ X 12=	\$
20	10175	Freight	Monthly	\$ X 12=	\$
20	10176	Passenger	Monthly	\$ X 12=	\$
20	10534	Freight	Monthly	\$ X 12=	\$
20	10535	Passenger	Monthly	\$ X 12=	\$
20	10536	Passenger	Monthly	\$ X 12=	\$
20	70556	HC Lift	Bi-monthly	\$ X 6=	\$
21	64416	Freight	Monthly	\$ X 12=	\$
22	10124	Freight	Monthly	\$ X 12=	\$
22	10125	Passenger	Monthly	\$ X 12=	\$
49	10830	Passenger	Monthly	\$ X 12=	\$
50	10634	Freight	Monthly	\$ X 12=	\$
55	77483	HC Stair Lift	Quarterly	\$ X 4=	\$
55	77824	Passenger	Monthly	\$ X 12=	\$
57	80140	Passenger	Monthly	\$ X 12=	\$
59	77069	Passenger	Monthly	\$ X 12=	\$
74	75312	HC Lift	Bi-monthly	\$ X 6=	\$
94	64576124	Passenger	Monthly	\$ X 12=	\$
99	74496	Dumbwaiter	Monthly	\$ X 12=	\$
TOTAL OPTION YEAR 1					\$
(Excluding Taxes)					

APPENDIX D

EVALUATION PROCEDURES & CRITERIA

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

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

- 1.1 The evaluation process is designed to identify a qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Bid requirements that will be used to evaluate Bidders' responses to the ITT.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. Bids must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Bid will be made on the basis of the LOWEST PRICE for the financial bid. Lowest price will be determined by the lowest "Total Price of the Bid" per Attachment #1 to Appendix D Bid and Acceptance Form (BA).

In the event that two financial bids are received with the same "lowest price", the contract will be awarded to the Bidder with the lowest price for Option Year (OY) in Appendix C.

- 1.5 To be considered Compliant, a Bid Must:
 - 1- Meet all the mandatory requirements specified in section 2.0 below;
- 1.6 The price of the Bid will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Bid to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Bid non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience should be fully demonstrated in the Bid (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Bid Preparation Instructions in Part 2, Article 4.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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

The Bidder is requested to use the tables provided to identify where the information can be found in the bid (i.e.: Identify the page / project number, etc.)

#	Mandatory Requirements	MET (Yes/No)	Demonstrate HOW the requirement is Met
M1	The bidder must include a copy of its valid Ontario Registration as an Elevating Devices Contractor.		
M2	The bidder must have an office in the National Capital Region and clearly demonstrate that the bidder is an elevating device service company for the last five (5) years.		
M3	The bidder must include three (3) references of recent (within the last two years) clients for whom the bidder provided services similar to those described in Appendix 'B' Statement of Work. These three (3) references must include contact names and phone numbers. Any bid without full references will be rejected.		

3.0 FINANCIAL BID

3.1 The Bidder is requested to complete the Bid and Acceptance Form (BA) found in Attachment #1 to Appendix D which will form the Financial Bid.

4.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to "Total Bid Amount". The Bidder with the lowest "Total Bid Amount" will be awarded the contract.

ATTACHMENT #1 TO APPENDIX D
BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Elevating Device Maintenance CEF Elevators
 CEF Campus, Ottawa
 960 Carling Avenue, Ottawa, Canada
 Solicitation # 01965-18-2035

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

Email: _____

PBN: _____

BA03 THE OFFER

The amounts in this table must be taken directly from the Bidder's entries in Appendix C – Basis of Payment section 2.0 Pricing Basis.

Total Year 1 (Y1)	Total Year 2 (Y2)	Option Year (OY)
\$	\$	\$
Total Bid Amount (Y1 + Y2 + OY) =		

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **Total Bid Amount** of \$ _____ excluding HST.
 (amount in numbers)

BA04 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be Part 3 – Resulting Contract Clauses and all documents included in the Appendix List.

BA05 SIGNATURE

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

 Signature

 Date

APPENDIX E

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Invitation to Tender (ITT) document. Bidders should include, with their bid, a signed copy of this certification below.

A) LEGAL ENTITY AND CORPORATE NAME

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

i) _____

ii) _____

iii) _____

iv) _____

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

i) _____

ii) _____

iii) _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

D) VALIDITY OF BID

It is requested that bids submitted in response to this Invitation to Tender be:

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date

G) JOINT VENTURES

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

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

2. A Bidder that is a joint venture represents the following additional information:

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

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

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

3. Definition of joint venture

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

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

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

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

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

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

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list.

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

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit ESDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If blank, the date will be deemed to be the bid closing date)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Name

Signature

Date

I) INTEGRITY PROVISIONS

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

Certification:

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

Name

Signature

Date

INTEGRITY PROVISIONS - LIST OF NAMES

If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of AAFC(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX F

SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

SRCL 959-02019

Contract Number / Numéro du contrat 18-2035
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 Corporate Management Branch
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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
<input type="checkbox"/> Canada	<input type="checkbox"/> NATO / OTAN	<input type="checkbox"/> Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
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 EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

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

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

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



Government of Canada / Gouvernement du Canada

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Glen White	Title - Titre Contracts and Project Officer	Signature
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Telephone No. - N° de téléphone 613-759-6157	Facsimile No. - N° de télécopieur 613-759-7005	E-mail address - Adresse courriel glen.white@canada.ca	Date Jan 11/2019
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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
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Telephone No. - N° de téléphone 613-773-1464	Facsimile No. - N° de télécopieur 613-773-1488	E-mail address - Adresse courriel lise.levesque-masson@canada.ca	Date Jan 17, 2019
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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?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Daniel Lafreniere	Title - Titre Procurement/Contracts Officer	Signature
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Telephone No. - N° de téléphone 613 759-6876	Facsimile No. - N° de télécopieur 613-759-7005	E-mail address - Adresse courriel daniel.lafreniere@canada.ca	Date Jan 11, 19
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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