Agri-Food Canada Agroalimentaire Canada							
RETURN BIDS TO: Agriculture and Agri-Food Canada	Title: Electrical Services - Harrow Research and Development Centre						
Address:							
Attention:	Solicitation Number	Date of solicitation:					
Email: aafc.escprocurement-	01B46-22-123	2022-11-02					
cseapprovisionnement.aac@agr.gc.ca	Solicitation Closes:	Time Zone:					
	At: 2:00 pm	EST					
REQUEST FOR STANDING OFFER	On: 2022-12-12						
	Address Enquiries to:						
Offer to: Agriculture and Agri-Food Canada Canada, as represented by the Minister of Agriculture and Agri-Food Canada hereby requests a Standing Offer on behalf of the Identified Users herein	Name: Claudia Lauzier Email: claudia.lauzier@agr.go	c.ca					
Comments: Optional Site Visit :	Telephone Number: 438-455-2392	FAX Number:					
November 22, 2022 at 9:30am (EST)	Destination of Goods, Services and Construction:						
	Harrow Research and Development Centre 2585 County Road 20 Harrow, Ontario N0R 1G0						
Vendor/Firm Name and Address:	Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amoun of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.						
	Delivery required:	Delivery offered:					
	Vendor/Firm Name and Address:	1					
Issuing Office Agriculture and Agri-Food Canada Eastern Service Centre							
Zastam Sarvios Comas	Name and title of person authorized to sign on behalf of vendor/firm (type or print)						
	Signature						



Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement; Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO: Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses: 7A, includes the Standing Offer containing the offer from the Offeror and the applicable
 - clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Technical Evaluation, the Integrity Verification Certification and the Security Requirements Check List.

1.2 **Project Summary**

The purpose of this Request for Standing Offer (RFSO) is to have one (1), Electrical Contracting firm to supply skilled labour, electric motor repair services, and consumable materials required to overhaul and maintain electrical power distribution systems, control systems and electrical machines located in the laboratory building, power plant, out buildings and greenhouse structures of the Harrow Research and Development Centre.

1.2.1 **Standing Offer Summary**

The purpose of this Request for Standing Offer (RFSO) is to issue a Departmental Individual Standing Offer (DISO) in order to obtain the services described in Annex A - Statement of Work.

The period of the Standing Offer is for one (1) basic year, starting January 19, 2023 to January 18, 2024 with the possibility to extend it for two(2) additional two (2) year periods, under the same conditions.

The total estimated budget for the SOs will be \$75 000.00 per year for a total of \$375 000.00 (Goods and Services tax or Harmonized sales tax not included) including optional years.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's <u>press release</u> provides additional information.

1.6 Key Terms

In the Request for Standing Offer "RFSO",

- 1.6.1 "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;
- "Call-up", "Contract" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;
- 1.6.3 "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;
- 1.6.4 "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;
- 1.6.5 "Offeror", "Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
- 1.6.6 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf:
- 1.6.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

1.6.8 "Bidder" means a person or entity submitting a Proposal in response to this RFSO;

1.6.9 "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 RFSO.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20):

Delete "Public Works and Government Services Canada" Insert "Agriculture and Agri-Food Canada".

Delete "PWGSC" Insert "AAFC".

Subsection 5.2 of Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements 2006 is amended as follows:

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

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

2.2 Submission of Offers

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

Due to the nature of the RFSO, offers transmitted by facsimile to AAFC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Harrow Research and Development Centre,

2585 County Road 20, Harrow, Ontario, NOR 1G0 on Tuesday, November 22, 2022. The site visit will begin at 9:30 am (EST).

Bidders are requested to communicate with the Contracting Authority no later than Friday, November 18, 2022 at 2:00pm to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the offer be gathered per section and separated as follows:

Section I: Technical Offer Section II: Financial Offer Section III: Certifications

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. In accordance with Annex C – Technical Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B - Basis of Payment.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 -

EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex C.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price – Offer. Refer to Annex "B" Basis of Payment which will form the Financial Proposal.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process – Annex D – Integrity Form to fill out.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid_ list) available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the

substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
 - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

- **7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer:
 - The contractor/offeror personnel requiring access to sensitive work site(s) must each hold a valid reliability status, granted or approved by AAFC;
 - The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets;
 - The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);
 - 4. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;
 - Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the AAFC; and
 - 6. The contractor/offeror must comply with the provisions of the: Security Requirements Check List.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

<u>2005</u> (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 19, 2023 to January 18, 2024.

Solicitation No. - N° de l'invitation 01B46-22-123 Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier 22-123

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

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer by up to two (2) additional two (2) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Claudia Lauzier

Contracts Officer Agriculture and Agri-Food Canada 2001 Robert-Bourassa, Room 671-TEN, Montréal, Qc H3A 3N2

Tel.: 438-455-2392

E-mail: <u>claudia.lauzier@agr.gc.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

Name:	
Title:	
Organization: Address:	
Telephone: Facsimile: F-mail address:	

The Project Authority for the Standing Offer is:

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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7.5.3 Offeror's Representative

The Offeror's Re	preser	ntative for t	he Standir	ng Offer is:		
Name: Title: Organization: Address:			-			
Telephone: Facsimile: E-mail address:						

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the <u>Financial Administration Act</u>, R.S.C., 1985, c. F-11.

7.8 Call-up Procedures

One Standing Offer:

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Call-up Against a Standing Offer.

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and
must be for goods or services or combination of goods and services included in the Standing Offer at
the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$30,000.00 (Applicable Taxes excluded).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$75,000 per year (Including an allocation of \$20,000 for materials, Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer,

whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-01-28), General Conditions Standing Offers Goods or Services;
- d) the general conditions <u>2010C</u> (2022-01-28), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Technical Evaluation;
- h) Annex D, Certification Integrity Declaration Form;
- i) Annex E, Security Requirements Check List;
- j) the Offeror's offer dated _____ (insert date of offer).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.3 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be performed during the period of the Call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the attached Basis of Payment, Annex "B" for work performed pursuant to the Call-up.

7.5.2 Method of Payment

Payment by AAFC for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as AAFC requires.

AAFC will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by AAFC;
- c) the Work delivered has been accepted by AAFC

7.5.3 Electronic Payment of Invoices – Call-up

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.tpsqc-pwqsc.gc.ca/recqen/txt/depot-deposit-eng.html

7.6 Invoicing Instructions

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Duly supported by specified release documents and other documents called for under the Call-up.

One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Part 7, Article 7.5.2.

7.7 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the following article **7.7.1 Commercial General Liability Insurance.** The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7.1 Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

File No. - N° du dossier 22-123

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

7.9 Dispute Resolution

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



ANNEX A STATEMENT OF WORK

1.0 **GENERAL INFORMATION**

1.1 Organization of Statement of Work

This Statement of Work contains four sections:

- Section 1 : general information;
- Section 2 : scope of work;
- Section 3: standards of workmanship to follow;
- Section 4: site specific requirements and conduct.

1.2 Background

Agriculture & Agri-Food Canada operates a large agricultural research laboratory with attached greenhouses, central heating and cooling plant and support buildings at Harrow, Ontario. The laboratory building and central heating and cooling plant were built in 1968. Some of the greenhouses and out buildings pre-date the existing laboratory building whereas others are less than 5 years old. After 46 years of service much of the electrical wiring in the laboratory building, power plant and some of the out buildings is in need of constant upgrading and maintenance. Furthermore, major rewiring work, repairs and emergency service is required on various systems and machines from time to time to support ongoing research projects.

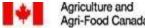
The Harrow Research and Development Centre also operates and maintains land and buildings at a second site located in Lakeshore Township. The Hon. Eugene F. Whelan Experimental Farm is located at 1367 County Road 46 in Lakeshore Township. The buildings and services at this site form part of this requirement.

1.3 General Requirement

One (1), Electrical Contracting firm to supply skilled labour, electric motor repair services and consumable materials (electrical conduit, electrical boxes, wire, switches, circuit breakers, etc.), required to overhaul and maintain electrical power distribution systems, control systems and electrical machines located in the laboratory building, power plant, out buildings and greenhouse complex at the Harrow Research and Development Centre on a time and materials (standing offer) basis. All work will be carried out by the successful Contractor's staff, subcontracting other Electrical firms to carry out the work is not acceptable. With the exception of the requirement listed in 4.1.13.

The Harrow Research and Development Centre will supply all large equipment items (transformers, bus ducts, power distribution panels, etc.) that may be required for overhaul work.

Electrical motors form part of this request, either the supply of new replacement electric motors or overhaul of existing electric motors.



1.4 Coordination of Work

All work is to be coordinated with the identified user or his designate. The Electrical Contractor will not be required to supply on site supervision for their staff working on the site. All electricians assigned to perform the work will be experienced licenced journeymen, holding a current construction/maintenance 309A certificate. Under the terms of the Standing Offer, Agriculture & Agri-Food Canada will not pay for any travel time for Electrical Contractor supervisors that visit the site for any reason.

1.5 Procedures on Site

- 1.5.1 The Electrical Contractor must be prepared to start work within two (2) days from receipt of a call up against a standing offer. Each day the Electrical Contractor works on site, workers shall report to the identified user or his designate so that he is aware of their presence on site and the area of the building in which they will be working.
- 1.5.2 Photo identification is required for all employees of the Research Centre and all Contractor staff who frequent the site. All employees of the successful Electrical Contractor will be require to pass a security clearance before working on the site.
- 1.5.3 Space for parking of vehicles and storage of materials and equipment on site will be arranged with the identified user or his designate.
- 1.5.4 Any shut down of services required for overhaul work must be planned with the identified user or his designate well in advance to allow adequate time to advise research staff and to minimize disruptions to research activities.
- 1.5.5 The Electrical Contractors on site representatives will observe all Health and Safety regulations while working on the site. As required a meeting will be arranged to discuss Health and Safety related concerns with the identified user or his designate.

1.6 Hours of Work

In general, all work shall be carried out between 8:00 AM to 5:00 PM Monday through Friday. However, in circumstances where it is deemed necessary by the identified user or his designate to work on equipment outside regular working hours, work outside of regular working hours will be authorized.

1.7 Time and Materials Records – Daily

The Electrical Contractor must keep accurate records of hours worked and materials used for billing purposes, this will be accomplished by the use of numbered job sheets supplied by the Contractor. Invoices must provide a detailed breakdown of hours worked by each class of worker and the materials used on each job, copies of the job sheets will accompany each invoice. The identified user or his designate will authorize daily time sheets by signature only at the close of each day. The identified user or his designate may request at any time, a copy of the Electrical Contractors invoice from a supplier showing prices charged to the Electrical Contractor for materials and supplies being marked-up and charged to Agriculture & Agri-Food Canada as a result of this Standing Offer Agreement.



1.8 Tools

The Electrical Contractor shall supply all tools required to carry out the work. Use of onsite maintenance tools and supplies will not be permitted unless authorized by the identified user or his designate. Hand tools and power tools will be provided by the Electrical Contractor, and will be included in the per hour rate charged for each electrician working on the site. Under circumstances where specialized equipment is required such as a trencher, excavator or bucket truck the contracting firm will outline the specific rental charge on their invoice.

1.9 Electric Power

Electric power required for operation of hand tools will be supplied by the Research Centre. The Electrical Contractor will be responsible for making connections for power tools to the Research Centres electrical systems in accordance with the requirements of the Canadian Electrical and Safety Code.

1.10 Permits, Fees and Codes

It is the responsibility of the Electrical Contractor to obtain all required permits, pay all fees and adhere to all applicable codes and regulations affecting the work. The Electrical Contractor shall be responsible for arranging and obtaining inspections from Ontario Hydro. Any deficiencies found by Ontario Hydro which can be attributed to the Electrical Contractor's failure to follow the electrical code shall be rectified at no additional cost to the Research Centre. The cost of the permit shall be charged back on a separate line item on the billing invoice.

1.11 Drawings and Documentation

Drawings of the existing electrical distribution systems and electrical schematics for equipment will be made available to the Electrical Contractor where available.

1.12 Removal of Surplus Materials and Site Recycling

No surplus materials are to be removed from the site without prior approval of the identified user or his designate. Large metal recycle bins are available for use on the site and these bins are to be used by the Electrical Contractor's staff.

It is a policy at this site to recycle as much waste material as possible.

1.13 Warranty

The Electrical Contractor shall identify warranty on parts and labour to apply to work performed on site. All electrical parts, supplies and components supplied by the Electrical Contractor for installation on the site shall be approved for electrical use in Canada.



2.0 SCOPE OF WORK

The extent of work to be performed during the course of this standing offer will be determined by the availability of funds, program needs and electrical problems encountered at the Facility. The scope of work will be defined at the time of each call up against the standing offer. Notwithstanding the above, the Electrical Contractor's staff must be experienced and capable of performing the following type of work throughout the duration of the standing offer:

2.1 Controlled Environment Equipment

Modify, repair, test and install controlled environment chamber lighting systems, microprocessor controllers, refrigeration system electrical controls, interlocks and alarm circuits. At various times a new electrical service to plant growth chambers that have been relocated within the facility will be required.

2.2 Site Buildings and Barns

Upgrade electrical services; install branch circuits and new electrical equipment in outbuildings and storage barns as required. Install lighting systems, service transformers and power feed lines that provide electrical power to these structures. A combination of overhead and underground electrical supply services are found on the site.

2.3 Agricultural Chemical Storage Building

Install wiring and controls to exhaust fans serving chemical storage rooms for fume removal in explosion proof environments. Maintain lighting systems located within the building.

2.4 Greenhouse Systems

Install new electrical services to supply power for lighting systems and controls. Trouble shoot electrical problems associated with greenhouse compartments, lighting, fogging, exhaust fans with motorized louvers, shade curtain systems, pumps and hydronic heating systems.

2.5 Greenhouse Control Systems

Install new electrical services to supply electrical power to operate greenhouse fertilizer injection systems and environmental control systems.

2.6 Building Lighting Systems

Upgrade the existing electrical supply system in the main office area to supply electrical power for business machines, computers and lighting.

Relocate lighting fixtures in rooms being upgraded or reconfigured.

2.7 Main Computer Room Requirements

Work with local IT Managers to determine electrical power requirements and uninterruptable power supplies.



2.8 Laboratory Equipment

Install electrical power supplies, overload protection and uninterruptible power supplies to new and relocated laboratory equipment

2.9 Remote Locations

Perform electrical installations and maintenance work at other sites operated by the Harrow Research and Development Centre

Woodslee Sub Station.

2.10 Install overhead and underground services

Install underground and overhead electrical services and transformers to buildings and equipment as required.

2.11 Inspection and Repair Greenhouse Equipment

Conduct inspections of greenhouse electrical equipment to determine electrical faults or code violations that exist. Report faults and make necessary repairs.

2.12 Maintenance Work on Refrigeration Chiller Contactors

Maintain electrical equipment for two 200 ton centrifugal chillers located in the Central Heating and Cooling Plant.

2.13 Service Electrical Equipment - MCC Panels

Clean, adjust and test all motor control equipment associated with K-D-L penthouse motor control centres (MCC). Service, install, program, repair or replace electric motor speed drives associated with air handling systems.

Clean, adjust or replace as required all laboratory exhaust fan and laboratory fume hood motor starter contactors, disconnects and indicator lamps in Penthouse K-D-L motor control centres (MCC).

2.14 Central Heating and Cooling Plant Equipment

Repair all electrical equipment and services to equipment such as pumps, boilers, air compressors, vacuum pumps, and fan motors associated with cooling towers. Variable frequency drives are associated with most of the pumps and fans in the Central Heating and Cooling Plant.

2.15 Service Building Lighting Systems

Service all building lighting systems and lighting system components as required, both interior and exterior pole lighting systems.



2.16 Research Centre Residence

Inspect research centre residence for electrical defects and upgrade as required to meet code.

2.17 Alarm systems

Service, repair and install growth chamber alarm systems as required.

2.18 General Exhaust Fans

Service exhaust fan circuits, controls and motors as required on all ventilation equipment.

2.19 Service Bench Top Equipment

To support Research Activities, service, test and repair various pieces of bench top laboratory equipment.

2.20 Installation/Service Variable Speed Controls

Install and service variable speed motor control systems associated with air handling system fans and pumps.

2.21 Offices

Install receptacles, switches and lighting systems as required in office areas.

2.22 Laboratory Fume Hood Wash Down Valve Systems

Provide electrical services for laboratory fume removal systems. All wiring is to be explosion proof.

2.23 Installation Ground Fault Equipment

Install and test ground fault equipment in all areas of the facility.

2.24 Provide 24 Hour Emergency Services

Provide 24 hour emergency service as required. Emergency service is periodically required to repair research or facility related equipment that operates on a constant basis. Emergency Call ups can occur at any time, 24 hours per day, 7 days per week and includes all weekends and holidays. The Contractor will respond to the site upon receiving an emergency request within one (1), hour.

2.25 Provide Electric Motor Repair Services

Provide electric motor repair/rewind or new motor services. Pick-up and delivery should be noted if available and the charge for such services.

2.26 Fire Alarm System

Fire alarm system service, testing and repairs will not be covered under this request.



2.27 High Voltage Maintenance

High voltage (27.7 KV) transformer and feeder maintenance will not be covered under this request.

3.0 Specifications: Standards of workmanship to follow

3.1 General

In general all electrical work shall be performed in accordance with the current edition of the Canadian Electrical Code (CSA 22.1) and Division 16 of the National Master Specifications for Federal Government projects. A copy of the Division 16 of the National Master Specifications for Federal Government projects is available for viewing at the Research Centre.

3.2 Equipment Standards

The majority of existing equipment found in the facility such as bus ducts, contactors, starters, load panels and MCC panels are of Westinghouse, Cutler Hammer, Square D and Siemens design and manufacture.

3.3 Wiring in Greenhouses

All wiring performed in greenhouses shall be run in rain tight conduit and enclosures. All flexible cords used in greenhouses shall be ultraviolet light resistant.

3.4 Electrical Inspection

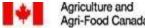
All work shall be inspected and approved by Ontario Hydro.

3.5 Safety on Site

The Electrical Contractor will ensure that all work is carried out in a safe manner and that all employees respect any applicable safety and health regulations. The Electrical Contractor will ensure that any employee on site representing their firm is equipped with and uses all necessary safety equipment.

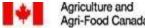
4.0 Site Specific Requirements and Conduct

- 4.1 The following items are to be considered mandatory for all General Contractor's and their staff while working at this AAFC Site.
- 4.1.1 The Contractor shall supply all materials, tools, labour, equipment, travel, safety equipment and permits if applicable to complete the work as outlined herein. Inspections by Technical Authorities will be the responsibility of the Contractor for all work completed by the Contractor. The Contractor will only supply and install electrical/electronic components or complete assemblies that are approved by the Canadian Standards Association (CSA).



- 4.1.2 The Contractor and their employees will protect all employees from dangerous situations while on the site always notify the identified user or his designate of any unsafe condition before commencing work.
- 4.1.3 The Contractor's employees are not allowed to stop or start any equipment associated with the operation of the Research Centre. If they need to do so, they must contact the identified user or his designate.
- 4.1.4 The Contractor will provide their employees with personal protective equipment (PPE), ensure that they wear it and post off any dangerous areas while performing work. Examples of such equipment are safety goggles, breathing apparatus, gloves, safety shoes, hard hats, fall arrest harnesses, coveralls, lock out tag out equipment, nonconductive gloves, non-conductive approved ladders and scaffold equipment. This is only a partial list, in all situations follow applicable safety rules and regulations while on the site.
- 4.1.5 The Contractor in addition to the above mentioned safety equipment will ensure that safety barriers, tapes and signs are installed to warn staff of dangerous situations.
- 4.1.6 As part of the contract, the Electrical Contractor will report immediately any damage or dangerous conditions that exist within the work area, report this information to the identified user or his designate and stop all work until the situation is rectified.
- 4.1.7 The Contractor's employees or upon leaving the site at the end of a day will never leave doors in an open or unlocked position. Do not chain, closed or block a fire egress door, consult with the identified user or his designate.
- 4.1.8 The Contractor will price quotations for the identified user or his designate for all work on the project to be carried out during regular working hours, Monday thru Friday, day shift, unless after hours work is requested.
- 4.1.9 The Contractor shall be capable of providing warranty support and replacement parts for all systems installed as part of this Electrical Standing Offer Agreement.
- 4.1.10The Contractor must be capable of providing onsite technical support for troubleshooting and repairs within three (3), hours for all equipment listed in this specification.
- 4.1.11 All equipment and components supplied and installed as part of this project will be compatible with existing systems operating at the Research Centre.
- 4.1.12 The Contractor will furnish to AAFC all warranty documents concerning warranty guarantee's for workmanship, parts and labour. Documents will specify period and type of guarantee. Supply to the identified user or his designate all technical literature and maintenance instructions supplied by the factory for new equipment for filing and future reference.
- 4.1.13 If any portion of the work is to be sub-contracted indicate the scope of work and the sub-contractors name, address, contact person and telephone number. The Contractor will be fully responsible for the sub-contractors employees and workmanship while on

- site. As an example, the Contractor may require a factory certified technician to perform a start-up or calibrations on new equipment as part of a commissioning process.
- 4.1.14 The Contractor will ensure that all systems and system components are tested and that each system is fully commissioned. Commissioning will be supervised by the identified user or his designate.
- 4.1.15 All miscellaneous hardware items not specified in this document but required to make up a fully operational system shall be provided and installed by the Contractor.
- 4.1.16 The Contractor will take all precautions to protect existing equipment, electrical components, wiring and control systems from damage during work.
- 4.1.17 The Contractor will at all times be responsible for the supervision of all sub-trades and site coordination with AAFC staff or activities.
- 4.1.18 The Contractors employees, which includes any sub-contractors will report to the identified user or his designate each day before starting work. Employees are to follow site specific security rules and regulations which include signing in and out of the building. Employees of the Contractor will also be required to complete a security screening form before working on the site. Employees who fail to meet Federal requirements for the security screening will not be allowed on the site.
- 4.1.19 The Contractors employees, which include any-sub-contractors, will follow all applicable Provincial, Municipal and Federal Health and Safety rules and regulations such as Canada Labour Code Part II.
- 4.1.20 The Contractor will dispose of all debris in an environmentally acceptable manner, burning or burial of materials on the site is not acceptable.
- 4.1.21 All materials supplied and installed as part of this project will be new, used materials are not acceptable.
- 4.1.22 Supply and install only materials that are non-hazardous to the Environment and any Water Supply.
- 4.1.23 All site, equipment and structural measurements are the responsibility of the Contractor.
- 4.1.24 Any damage to Federal property or equipment by any Contractors employees or subcontractors will be the responsibility of the General Contractor.
- 4.1.25 All work associated with this Electrical Standing Offer will be recorded on a time and material sheet supplied by the Electrical Contractor. All time and material sheets will be signed by the identified user or his designate and one (1), copy will be given to the identified user or his designate. Each new job will be assigned a new job number and invoicing will take place at the completion of the work. A copy of the time and material sheets will accompany the Contractors invoice, pricing as per the financial proposal (Basis of payment, Annex B).



- 4.1.26 Contractors are to indicate their price for all labour, materials, equipment, plus HST when quoting a job for the identified user or his designate.
- 4.1.27 The Contractor will be responsible for offloading all materials associated with their work. AAFC equipment and personnel will not handle any Contractors material at any time. The Contractor's employees will not use or move Federal Government motor vehicles or motorized equipment at any time, notify the identified user or his designate for assistance.
- 4.1.28 The Contractor will sign for all materials that are delivered to the site and associated with their work, AAFC employees are not authorized to sign for materials delivered to Contractors working on the site.
- 4.1.29 The Contractor will be allowed to store supplies, materials and tools on the site, but must take responsibility for loss or damage.
- 4.1.30 The Electrical Contractor before leaving the site, will ensure that AAFC employees are trained in the safe operation of all electrical equipment installed as part of this Electrical Standing Offer.
- 4.1.31 The Contractor and their employees will under no circumstances adjust, disconnect or alter in any way a Fire Safety System or Life Safety System in operation at the Research Centre. Any person working on such systems will hold a current licence or recognized certification in the Province of Ontario to work on Fire Safety Systems.
- 4.1.32 The Contractor will supply manufactures data to AAFC for all new electrical equipment installed, hard copy and electronic format is acceptable.
- 4.1.33 The Contractor will ensure that all new control panels, load panels, electrical breakers and disconnects are neatly labelled for safety and operational purposes. Always replace electrical panels covers before leaving the work site.
- 4.1.34 The Contractor's employees are to maintain a clean work site. Always clean up the site before leaving, do not leave fluids, grease, standing water or materials on floors as this may cause a slip and fall incident.
- 4.1.35 Halocarbon Management, follow guidelines set out by Agriculture and Agri-Food Canada and Environment Canada when wiring any refrigeration equipment.
- 4.1.36 Designated Substances, a list of designated substances is available on site, this list is available to all Contractor's at any time.

ANNEX B - FINANCIAL PROPOSAL - PART A

(The hourly rates in this section will be part of the Standing Offer)

Rates offered for the duration of the Standing Offer

	Skilled Trades and Site Services	Unit	Basic Year - Year 1 (From January 19, 2023 To January 18, 2024)			1st additional period* Optional Year 2 and 3 (From January 19, 2024 To January 18, 2026)			2 nd additional period* Optional Year 4 and 5 (From January 19, 2026 To January 18, 2028)		
			During Regular Working Hours \$	Outside Regular Working Hours \$	Saturday, Sunday & Holidays Hours \$	During Regular Working Hours \$	Outside Regular Working Hours \$	Saturday, Sunday & Holidays Hours \$	During Regular Working Hours \$	Outside Regular Working Hours \$	Saturday, Sunday & Holidays Hours \$
1	Journeyman Electrician 309A Construction Maintenance	hr									
2	Electrical Motor Repair Service	hr									
3	Mark up % Rate on Materials	%									

^{*}Per the terms of this RFSO, as an option, it will be possible to extend the offer for two (2) additional two (2) year-periods, which means that the rates for the optional periods will be set for two years.

Name of Offeror:	Name of Authorized Signatory:
Address of Offeror:	Position of Signatory:
·	Signature :
	Date:

ANNEX B - FINANCIAL EVALUATION - PART B

(This section will <u>not</u> be part of the Standing Offer; it is for evaluation purposes only). (Rates in this section must be identical to the rates submitted in ANNEX B, Part A)

Basic Year - Year 1 (From January 19, 2023 to January 18, 2024)

	Skilled Trades and Site Services		During Regular Working Hours \$	Estimated Quantity per year	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays hrs \$	Estimated Quantity per year	Total C	Total per Trade / Service
1	Journeyman Electrician 309A Construction Maintenance	hr		x 600			x 10			x 10		
2	Electrical Motor Repair Service	hr		x 20			x 10			x 10		
3	Mark up % Rate on Materials	%		x 20 000								

TOTAL FOR BASIC YEAR - YEAR 1

1st additional period – Optional Year 2 and 3 (From January 19, 2024 to January 18, 2026)

	Skilled Trades and Site Services		During Regular Working Hours \$	Estimated Quantity <u>per</u> <u>year</u>	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays hrs \$	Estimated Quantity per year	Total C	Total per Trade / Service Total A + B + C
1	Journeyman Electrician 309A Construction Maintenance	hr		x 600			x 10			x 10		
2	Electrical Motor Repair Service	hr		x 20			x 10			x 10		
3	Mark up % Rate on Materials	%		x 20 000								
							TOTAL FO	R THE 1 st ADDI	TIONAL PERIOD	- OPTIONAL	YEAR 2 AND 3	

2nd additional period – Optional Year 4 and 5 (From January 19, 2026 to January 18, 2028)

			Ziia a	additional p	erioa – Optio	mai i cai i	alia o (i ic	in danaary 10,	2020 to daridary	10, 2020)		
	Skilled Trades and Site Services		During Regular Working Hours \$	Estimated Quantity <u>per</u> <u>year</u>	Total A	Outside Regular Working Hours \$	Estimated Quantity per year	Total B	Saturday, Sunday & Holidays hrs \$	Estimated Quantity per year	Total C	Total per Trade / Service
1	Journeyman Electrician 309A Construction Maintenance	hr		x 600			x 10			x 10		
2	Electrical Motor Repair Service	hr		x 20			x 10			x 10		
3	Mark up % Rate on Materials	%		x 20 000								
							TOTAL FOR	R THE 2 nd ADDIT	IONAL PERIOD -	OPTIONAL	YEAR 4 AND 5	

^{*}Please consider that the annual rates will be set for the two-year period.



Total Basic - Year 1

FINANCIAL EVALUATION OF OFFERED RATES - Consolidated

Total Year 2 and 3 (Optional) (double the total of the 2 nd table)	\$	
Total Year 4 and 5 (Optional) (double the total of the 3 rd table)	\$	
Grand Total \$(This amount will be compared with al	portion of the evaluation)	
Name of Offeror:	 Name of Authorized Signatory:	
Offeror's Address:	 Position of Signatory:	
	 Signature :	
	Date:	

ANNEX C

TECHNICAL EVALUATION

MANDATORY TECHNICAL REQUIREMENTS (MC1, MC2, MC3)

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

In order to clearly demonstrate that they possess the required qualifications specified hereunder, the Offerors must submit proof of the following information:

MC1 PROPOSED PERSONNEL - Qualifications:

All electrical wiring work will have to be performed by experienced journeyman electricians, licensed in Ontario holding a current 309A construction/maintenance status. A minimum of two (2) years' experience as a licenced journeyman is required to perform work on the site.

Offerors must have sufficient resources to mobilize a crew of up to two (2) licensed journeyman electricians, to change large electrical power distribution systems with less than eight hours of down time. No apprentices will be allowed on the site as part of this standing offer.

Offerors must employ on a full time basis and be capable of supplying all skilled labour, trades and services, as per the attached Annex B - Basis of Payment. Offerors will offer 24 hour emergency service.

In order to demonstrate that the proposed personnel possess the qualifications specified above, Offerors must identify in the table below :

A list of two (2) licensed 309A construction/maintenance electricians in their employ that would be sent to the site to perform any part of the general purpose of work.

	Key person #1	Key person #2
Name of the employee (mechanic)		
Licence(s) number and expiry date	Number : Expiry date :	Number :
		Expiry date :
Total Years of experience as a		
journeyman		

MC2 PROPOSED PERSONNEL - Experience and References :

It is Mandatory that the employees who have been referred by the offeror in MC1 demonstrate their experience in similar projects wherein the range of electrical services provided are comparable to those described in this Request for Standing Offer (RFSO) as well as provide references. References will be contacted if needed.

To demonstrate their experience, offeror must provide details as follow:

KEY PERSON #1	NAME:	
PROJECT/CONTRACT REFERENCE		
Name of client organization or Company	Name:	
Name and title of client contact	Name:	
	Title:	
Telephone number and e-mail address of client contact	Phone No.:	
	E-Mail :	
Location/site of the contract:		
Type of operating environment, i.e. factory, office, care/medical facility etc.		
Length of time the employee has provided service for the operating environment		
Population supported / served		
Type of service provided and the extent of service provided		

KEY PERSON #2	NAME:
PROJECT/CONTRACT REFERENCE	
Name of client organization or Company	Name:
Name and title of client contact	Name:

Telephone number and e-mail address of client contact	Phone No.:
	E-Mail :
Location/site of the contract:	
Type of operating environment, i.e. factory, office, care/medical facility etc.	
Length of time the employee has provided service for the operating environment	
Population supported / served	
Type of service provided and the extent of	of service provided

MC3 OFFOROR'S EXPERIENCE AND EXPERTISE:

Only Offerors with experience at overhaul and upgrade of electrical systems in institutional/commercial buildings with 600 volt power distribution systems will be considered qualified for this work.

In order to demonstrate that they possess the required qualifications specified above, Offerors must provide evidence by <u>referencing two (2) contract/similar projects</u> satisfactorily rendered wherein the range of electrical services provided are comparable to those described in this Request for Standing Offer (RFSO):

PROJECT/CONTRACT REFERENCE 1	
Name of client organization or Company	Name:
Name and title of client contact	Name: Title:
Telephone number and e-mail address of client contact	Phone No.: E-Mail :
Location/site of the contract:	

Value of the contract	
	\$
Performance period of the contract	
(indicate month and year)	
Description of Contract:	
Responsabilities of the firm :	
<u> </u>	
PROJECT/CONTRACT REFERENCE 2	
Name of client organization or Company	Name:
	name.
Name and title of client contact	Name:
	Title:
	Thio.
Telephone number and e-mail address of client contact	Phone No.:
or cheffit contact	
	E-Mail:
Location/site of the contract:	
Value of the contract	
value of the contract	\$
Performance period of the contract	
(indicate month and year)	
Description of Contract	
Description of Contract:	
Responsabilities of the firm :	

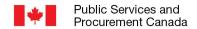
Amd. No. - N° de la modif.

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 22\text{-}123 \end{array}$

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

ANNEX "D"

INTEGRITY FORM



Integrity Declaration Form

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

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

Instructions for Submitting an Integrity Declaration Form

Suppliers submitting bids by regular mail

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

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

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

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

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



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

Do not send the completed form directly to this email.

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

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

SECTION 1: SUPPLIER INFORMATION

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

SECTION 2: FOREIGN CRIMINAL OFFENCES

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

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

Name of party with charge or conviction	

Protected B when completed

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

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

Yes □ No □

SECTION 3: INABILITY TO PROVIDE A CERTIFICATE

A. FOREIGN CRIMINAL CHARGES AND CONVICTIONS

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

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

Yes □ No □

B. DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

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

Offence		Supplier	Affiliate
Financia	al Administration Act		
80(1)(d):	False entry, certificate or return		
	Fraud against Her Majesty		
15 4 .01:			
Crimina			
121:	Frauds on the government and contractor		
404	subscribing to election fund		
124:	Selling or purchasing office		
380:	Fraud – committed against Her Majesty		
418:	Selling defective stores to Her Majesty		
Crimina	I Code		
119:	Bribery of judicial officers		
120:	Bribery of officers		
346:	Extortion		
366:	Forgery		
367:	Punishment for forgery		_
368:	Use, trafficking or possession of a forged		
	document		
382:	Fraudulent manipulation of stock exchange		
	transactions		
382.1:	Prohibited insider trading		
397:	Falsification of books and documents		
422:	Criminal breach of contract		
426:	Secret commissions		
	Laundering proceeds of crime		
467.11:	Participation in activities of criminal		
	organization		
467.12:	Commission of offence for criminal		
	organization		
467.13:	8		
1011101	criminal organization		
_			
_	ition Act		
45:	Conspiracies, agreements or arrangements		
	between competitors		
46:	Foreign directives		
47:	Bid rigging		
49:	Agreements or arrangements of federal		
	financial institutions		
52:	False or misleading representation		
53:	Deceptive notice of winning a prize		
_			
Corruption	on of Foreign Public Officials Act		

Protected B when completed

3: 4:	Bribing a foreign public official Accounting		
5:	Offence committed outside Canada		
Control	led Drugs and Substances Act		
5:	Trafficking in substance		
6:	Importing and exporting		
7:	Production of substance		
Lobbyir			
-	tion of Lobbyists		
5:	Consultant Lobbyists		
7:	In-house Lobbyists (Corporations and		
	Organizations)		
Income	Tax Act		
239:	False or deceptive statements		
Excise Tax Act			
327:	False or deceptive statements		
Other ci	rcumstances (specify)		
Comme	nts		

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

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor², you should explain the circumstances in this form, including details relating to your capacity to participate in a federal contracting process. With respect to an ineligible or suspended subcontractor, include a copy of the written consent provided by the contracting department or agency to propose the ineligible or suspended subcontractor.

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

Protected B when completed

Signature, Date

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

PWGSC may request additional information from the supplier.

An explanation regarding a determined separate document included with		y or suspension is provided in a
Yes □ No □		
Declaration		
misleading certification or declara non-responsive. I am also aware	declare that dge and belief, true, a relating to this deception will result in my that Canada may terpoplier has provided a licy, the supplier will	the information provided in this accurate and complete. PWGSC laration. I am aware that a false or proposal or offer being deemed minate a contract or real property false or misleading certification or

With Thanks

Email address

Telephone number

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

Guidance Document for the Declaration Form

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

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

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

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

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

1. Foreign Criminal Offences

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

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

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

2. Inability to Provide a Certificate

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

Generally speaking, a supplier is certifying that:

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

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

A. Foreign Criminal Charges and Convictions

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

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

B. Domestic Criminal Offences and Other Circumstances

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

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

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

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

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

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

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

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

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

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

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

Footnotes

Footnote 1

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

Footnote 2

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

Footnote 3

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

Amd. No. - N° de la modif.

File No. - N° du dossier 22-123

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

ANNEX "E"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	CATION DES EXIGENCES REL		ECURITE (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organization	tion /	2 Branch	or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine			ate Management Branch	raic ou Direction
3. a) Subcontract Number / Numéro du contrat de se	Agriculture & Agr-1 000 Carlada		ntractor / Nom et adresse du s	ous-traitant
,	,			
4. Brief Description of Work / Brève description du t				
Provide a new service contract for Electrical Services a	t Harrow Research and Development Cen	tre and Eugene F. Wh	elhan Experimental Farm	
5. a) Will the supplier require access to Controlled C				✓ No Yes
Le fournisseur aura-t-il accès à des marchandi				Non Oui
5. b) Will the supplier require access to unclassified	military technical data subject to the	provisions of the Te	echnical Data Control	No Yes
Regulations?	abniques militaires non alcosifiées a	ui cont coculottico c	uv diapositiona du Dàglamant	Non L Oui
Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques?	echniques militaires non classifiees q	ui soni assujeilles a	aux dispositions du Regiement	•
6. Indicate the type of access required / Indiquer le	type d'accès requis			
6. a) Will the supplier and its employees require acc		FIFD information or	assets?	No Yes
Le fournisseur ainsi que les employés auront-il				Non Oui
(Specify the level of access using the chart in 0	Question 7. c)			
(Préciser le niveau d'accès en utilisant le table				
b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information		access to restricted	access areas? No access to	
Le fournisseur et ses employés (p. ex. nettoye		accès à des zones	d'accès restreintes? L'accès	└── Non └ ▼ Oui
à des renseignements ou à des biens PROTÉ			a doces restremites: E doces	
6. c) Is this a commercial courier or delivery require	ment with no overnight storage?			No Yes
S'agit-il d'un contrat de messagerie ou de livra	ison commerciale sans entreposage	de nuit?		Non Oui
7. a) Indicate the type of information that the supplie	er will be required to access / Indique	r le type d'information	on auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	,
7. b) Release restrictions / Restrictions relatives à la			1 0.0.990.	
No release restrictions	All NATO countries	1	No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Net releaseble				
Not releasable À ne pas diffuser				
/ The pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le	(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
		. , . ,	, , , ,	()
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTREINTE		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET SECRET	
TOP SECRET	COSIVIIC TRES SECRET	<u> </u>	TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	
			_ == ===:.=: (=:=::11)	

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	inued) / PARTIE A (suite) plier require access to PROTECTED	and/or CLASSIFIED COMSEC i	nformation or assets?		No No	Yes			
Le fourniss	eur aura-t-il accès à des renseigneme			SIFIÉS?	✓ Non L	Oui			
	ate the level of sensitivity: native, indiquer le niveau de sensibilit	<u>خ</u> ٠							
	plier require access to extremely sens		ssets?		No No	Yes			
Le fourniss	eur aura-t-il accès à des renseigneme	nts ou à des biens INFOSEC de	nature extrêmement délicate?		Non L	Oui			
	s) of material / Titre(s) abrégé(s) du m	atériel :							
	Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE B -	PERSONNEL (FOURNISSEUR	3)						
	nel security screening level required /								
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR					
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET				
	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
	Special comments: Commentaires spéciaux :								
	NOTE: If multiple levels of screening			.					
10. b) May un	REMARQUE: Si plusieurs niveaux screened personnel be used for portion	ns of the work?	uis, un guide de classification de	la securite doit etre i	ourni. No	∃Yes			
	onnel sans autorisation sécuritaire pe		lu travail?		✓ Non _	Oui			
	vill unscreened personnel be escorted iffirmative, le personnel en question s				✓ No Non	Yes Oui			
PART C - SAI	EGUARDS (SUPPLIER) / PARTIE C	- MESURES DE PROTECTION	(FOURNISSEUR)						
	ON/ASSETS / RENSEIGNEMEN		,						
11. a) Will the premise	supplier be required to receive and st	ore PROTECTED and/or CLAS	SIFIED information or assets on	its site or	✓ No Non	Yes Oui			
	;s : nisseur sera-t-il tenu de recevoir et d'e	entreposer sur place des renseig	nements ou des biens PROTÉG	iÉS et/ou					
CLASS									
11. b) Will the	supplier be required to safeguard CO	MSEC information or assets?			□ No □	∃Yes			
	nisseur sera-t-il tenu de protéger des r		OMSEC?		✓ Non L	Oui			
PRODUCTION	ON .								
	•								
11. c) Will the	production (manufacture, and/or repair a	and/or modification) of PROTECT	ED and/or CLASSIFIED material	or equipment	No [⊣Yes			
occur a	the supplier's site or premises?	·			✓ Non	Oui			
	allations du fournisseur serviront-elles à .ASSIFIÉ?	ia production (tabrication et/ou re	eparation et/ou modification) de m	ateriei PROTEGE					
INFORMATION	ON TECHNOLOGY (IT) MEDIA / SI	JPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (1	îl)					
44 1) 14				01.40015155	□ No □	¬ v			
	supplier be required to use its IT system ion or data?	is to electronically process, produ	ce or store PROTECTED and/or (JLASSIFIED	✓ No Non	Yes Oui			
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des									
renseig	nements ou des données PROTÉGÉS	et/ou CLASSIFIES?							
11. e) Will ther	e be an electronic link between the sup	olier's IT systems and the govern	ment department or agency?		No [Yes			
	ra-t-on d'un lien électronique entre le sy ementale?	stème informatique du fournisse	ur et celui du ministère ou de l'age	ence	V Non ∟	_lOui			

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.*.	Government	Gouvernemen
*	of Canada	du Canada

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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 CLASSIFIED PROTÉGÉ CLASSIFIÉ			NATO				COMSEC								
	А	В	С	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET		OTECT ROTÉG B		CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
Information / Assets Renseignements / Biens Production							REOTREMTE			CEGRET						
IT Media / Support TI IT Link / Lien électronique																

renseignements / biens	۱ ا	1 1	- 1				1					1 1	- 1	1		
Production																
IT Media / Support TI																
IT Link / Lien électronique																
					<u>.</u>	1	1	ľ		I.			-			<u>'</u>
12. a) Is the description										OIEIÉE2					✓ No	Yes
La description	du i	lavai	I VISE	par la prese	inte Lvers	5 est-ene	de llature Fr	ROTEGEE EN	OU CLAS	SIFIEE!					INON L	L Oui
If Yes, classif Dans l'affirma												áa.				
« Classification		,		•			•	edu de Secui	ile uaiis	ia Case III	lituit	ee				
12. b) Will the docu	ımen	tatior	n atta	ched to this	SRCL be I	PROTEC [.]	TED and/or (CLASSIFIED?							No	Yes
La documenta															Non	Oui
If Yes, classif	fy th	is for	m by	annotating	the top a	nd botto	m in the are	a entitled "Se	curity C	lassification	on" a	and i	ndic	ate with		
attachments	e.g.	SEC	RET	with Attach	ments).				•							
Dans l'affirma « Classification													ECR	ET avec		
des pièces jo								,, ,,		,	(1					

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PART D - AUTHORIZATION / PART	TIE D - ALITORISATIO	N						
13. Organization Project Authority / 0								
Name (print) - Nom (en lettres moulé		Title - Titre		Signature	111	Digitally signed by Mark Beens		
Mark Beens - Mobile - 519-613-8238	3	Assistant Fa	acility Manager		Mila	Date: 2022.09.29 09:04:58 -04'00'		
Telephone No N° de téléphone 519-738-1210	Facsimile No N° de 519-738-2929	télécopieur	E-mail address - Adresse coul mark.beens@agr.gc.ca	rriel	Date 2022=-09-29			
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme					
Name (print) - Nom (en lettres moulé	ees)	Title - Titre		Signature	0			
Lise Levesque-Masson@AGR.GC.0	CA	SRCL Coor	dinator	Digitally signed by Lise Levesque-Masson Date: 2022.09.29 13:22:26 -04'				
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse coul Lise.Levesque-Masson@AGF		Date			
15. Are there additional instructions (Des instructions supplémentaires				t-elles jointes	\$?	No Yes Non Oui		
16. Procurement Officer / Agent d'ap	provisionnement							
Name (print) - Nom (en lettres moulé	Title - Titre		Signature					
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse con	 urriel	Date			
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité		L			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature					
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse co	urriel	Date			

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