

| Agriculture and Agri-Food Canada Selected and Sele | RETURN BIDS TO: | Title: Standing Offer - Electrician Service: | s (St-Hyacinthe) |
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| Attention: Eastern Service Centre Email: aafc.escptrocurement_ cseapprovisionmement.aa@@agr.gc.ca REQUEST FOR STANDING OFFER Date of solicitation: Contract Time Zone: Att :2:00 PM EST Contract Solicitation Rumber Offer to: Agri-Food Canada Agri- Food Canada by the Minister of Agriculture and Agri- Food Canada hereby requests a Standing Offer on behalf of the Identified Users herein Image: Food Canada Construction: Comments: FAX Number: FAX Number: Vendor/Firm Name and Address: FAX Number: Salicitation Status Vendor/Firm Name and Address: Instructions: FAX Number: Issuing Office Agriculture and Agri-Food Canada Construction: St-Hyacinthe Research and Development Centre 3600 Casas and are to be delivered Development Status Issuing Office Agriculture and Agri-Food Canada Delivery required: Delivery offered: Vendor/Firm Name and Address: Delivery required: Delivery offered: Stite 671 Marine and Agri-Food Canada Stite 671 Stite 671 Marine and Itile of person authorized to sign on behalf of vendor/firm (type or print) | | | |
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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.

Annexes The Statement of Work, the Basis of Payment and the SRCL

1.2 Summary

Agriculture and Agri-Food Canada's (AAFC) Saint-Hyacinthe Research and Development Centre (Saint-Hyacinthe RDC) wishes to establish a standing offer with one (1) electrical contractor for electrical system maintenance, repair and installation services at its centre located at 3600 Casavant Boulevard West, Saint-Hyacinthe, Quebec J2S 8E3.

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 <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (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 press release provides additional information.

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> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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> (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 offer 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 offer 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

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

Only Bids transmitted electronically will 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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 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 resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

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 St-Hyacinthe Research and Development Centre located at 3600 Casavant Boulevard West, Saint-Hyacinthe, Quebec, J2S 8E3 on **February 28, 2023. The site visit will begin at 9 AM local time**.

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 Bid Preparation Instructions

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

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

Section I: Technical Bid

The Technical Proposal should demonstrate how the Bidder will meet the requirements of the Evaluation Procedures and Basis of Selection (Part 4).

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

The bidder must complete and sign Annex B (Basis of Payment). Prices shall not appear in any area of the proposal except in Annex B (Basis of Payment).

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Technical Evaluation

The assessment by AAFC will be based solely on the information contained in the Proposal. AAFC may, but is not obligated to, ask the Bidder for clarifications.

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

4.1.1.1 Mandatory Technical Criteria (MC1 & MC2)

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

Proposed staff

All work will have to be performed by journeyman electricians holding a construction certificate issued by the Commission de la construction du Québec. Bidders must have sufficient resources to mobilize a crew of two (2) licensed journeyman electricians.

In order to demonstrate that the proposed staff possesses the qualifications specified above, offerors must provide:

Mandatory Criteria #1 (MC1)

The names and years of experience of the two (2) licensed electricians holding a construction certificate issued by the Commission de la construction du Québec in their employ and who would be dispatched to the site to perform any part of the work.

Mandatory Criteria #2 (MC2)

A copy of the license/certificate issued by the Commission de la construction du Québec for each person proposed. The certificate must clearly indicate the holder's name and electrician license number as well as the validity date of the license.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest price for the 5 years will be recommended for award 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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
 - (b) 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</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

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);

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

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

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

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 April 1, 2023 to March 31, 2024.

7.4.2 Extension of Standing Offer

The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by up to four (4) additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jean-François Lemay Title: Procurement Officer Agriculture and Agri-Food Canada Address: 2001 Robert-Bourassa, Montréal, Québec, H3A 3N2 Telephone: 343-571-9706 E-mail address : jean-francois.lemay@agr.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

7.5.2 **Project Authority**

The Project Authority for the Standing Offer is: (will be provided at contract award)

Name: Title: Organization: Address: Telephone: E-mail address:

The Project Authority for each resulting contract will be identified in the Call-up issued.

7.5.3 Offeror's Representative

(will be inserted at contract award)

| Name: |
|-----------------|
| Title: |
| Organization: |
| Address: |
| Telephone: |
| 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</u> <u>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 Authorized Users

The Identified User authorized to make call-ups against this S.O. is the Project Authority of the department identified in section 7.5.2.

7.8 Call-up Procedures

Call-ups must be made by the Authorized User 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.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$60,000.00 (Applicable Taxes excluded) annually** 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.

7.11 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- 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> (2022-12-01), 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, Security Requirements Check List;
- h) the Offeror's offer dated (will be inserted at contract award)

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

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

7.13 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 Quebec.

7.14 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 Requirement

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Period of 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</u> <u>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

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

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.

7.5.1 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 <u>Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)</u>.

Additional information is available at: www.tpsgc-pwgsc.gc.ca/recgen/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.

The invoice shall be forwarded to :

- 1) the Project Authority at the address noted in Article 7.5.2. Part A
- 2) the following address: <u>aafc.comptesfournisseurssthyacintheaccountspayable.aac@agr.gc.ca</u>

7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

7.8 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 "<u>Dispute Resolution</u>".

ANNEX A - STATEMENT OF WORK

This Statement of Work contains four sections:

Section 1: General Information Section 2: Scope of Work Section 3: Standards of Workmanship Section 4: Site-specific Requirements and Conduct

Section 1: GENERAL INFORMATION

1.0 OBJECTIVE

Agriculture and Agri-Food Canada's (AAFC) Saint-Hyacinthe Research and Development Centre (Saint-Hyacinthe RDC) wishes to establish a standing offer with one (1) electrical contractor for electrical system maintenance, repair and installation services at its centre located at 3600 Casavant Boulevard West, Saint-Hyacinthe, Quebec J2S 8E3.

The contractor will be required to perform electrical work **on an as-and-when-requested basis for Saint-Hyacinthe RDC** in accordance with the response time, materials and prices set out in the standing offer, by providing skilled labour, expertise, transportation, tools, equipment, accessories and all other supplies or knowledge needed to perform the work.

All work will be carried out by the selected contractor's staff; subcontracting to other electrical contractors requires the Project Authority's approval.

2.0 BACKGROUND

The main Saint-Hyacinthe RDC site is located in Saint-Hyacinthe. Saint-Hyacinthe RDC houses laboratories, growth chambers, cold rooms and pilot plants, all of which are fitted with state-of-the-art equipment.

Saint-Hyacinthe RDC is open five days a week, Monday to Friday, from 8:00 a.m. to 4:30 p.m., although some scientific experiments and/or some projects are conducted around the clock over extended periods of time.

3.0. COORDINATION OF WORK

All work is to be coordinated with the Technical Authority for this standing offer or its representative. The contractor or its employees will not respond to any request or order from any other Saint-Hyacinthe RDC staff member. The electrical contractor will not be required to supply on-site supervision for its staff working on site. All electricians designated to perform the work will be Journeymen. Under the terms of the standing offer agreement, Agriculture and Agri-Food Canada will not pay any travel expenses.

3.1 Work hours

All work must be carried out during regular work hours, i.e., between 8:00 a.m. to 4:30 p.m., Monday through Friday. However, in circumstances where the Project Authority deems it necessary to perform work on equipment outside regular working hours, the contractor will be provided with instructions in advance, on a case by case basis.

3.2 Response time

For the work purposes, the contractor must be available 24/7 and have a telephone or cellphone number where it can be contacted.

3.2.1 Regular work

For any regular (non-emergency) work requested, the contractor must be prepared to start work within two (2) days after receiving a call-up against the standing offer.

3.2.2 Emergency service or repair work

For any emergency call requiring immediate action, the contractor must be on-site within two (2) hours of receiving this type of request by telephone or email from the Project Authority. The contractor must provide the Technical Authority with an emergency telephone number.

Section 2: SCOPE OF WORK

The contractor must supply all labour, supervision, transportation, hardware, tools and equipment required to execute this standing offer agreement for the maintenance, repair and installation of electrical systems and must provide the services described herein.

4.0 SCOPE OF WORK

The scope of work to be performed under this standing offer will be determined by the availability of funds, program needs and electrical problems encountered at the RDC. The scope of work will be defined when each call-up against the standing offer is forwarded to the service provider. Notwithstanding the above, the electrical contractor's staff must be experienced and capable of performing the following type of work throughout the term of the standing offer.

4.1 Pilot plants

"Plant" means pilot plants, controlled environment chambers, warehouses, irradiation chamber, irradiator parts, and offices (+/- 3340 m^2).

Electrical code to be applied in the work:

https://www.rbq.gouv.qc.ca/lois-reglements-et-codes/par-domaine/electricite.html

The master electrician must be a member of:

https://www.cmeq.org/

NOTE: If the master electrician judges that he/she does not have the skills to do the work, he/she must not proceed with the work. The work may require a design by an electrical engineer who is a member of the OIQ.

The work must meet CSST standards: https://www.csst.gc.ca/en/Pages/all english content.aspx

Wet environment at the FRDC:

The environment of the pilot plants is a wet environment with flushing. The electrical work and the choice of components must be up to electrical code to be appropriate for this environment.

Modify, move, change, repair, test, maintain, upgrade and install electrical components on/for plant equipment in accordance with manufacturer and safety standards (building code or other, etc.).

Modify, move, change, repair, test, maintain, upgrade and install power lines, branch circuits, transformers, electric motors, control panels, parts, etc., so that equipment can be connected/powered in accordance with manufacturer and safety standards (building code or other, etc.). NB: Up to 600 V.

Modify, move, change, repair, test, maintain, upgrade and install power lines for controlled environment chambers (CECs) and their lighting, switches, control panels, compressors, evaporator fans, defrosters, alarm circuits and other CEC-related electrical components in accordance with manufacturer and safety standards (building code, refrigeration code B52 or other, etc.).

Modify, move, change, repair, test, maintain, upgrade and install power lines in the ventilation space in accordance with safety standards (building standards, etc.).

Modify, move, change, repair, test, maintain, upgrade and install switches, lighting, wall or service island electrical outlets (60) in the plant, equipment and raw materials warehouses (basement (470 m²) and ground floor (470 m²)), the soap warehouse, the irradiator parts and irradiation chamber (under the supervision of a radiation protection officer or an operator), the milk reception, and the offices (13) and laboratories (5) adjoining the plant (ground floor and second floor).

Investigate the causes of electrical problems with the plant's equipment or building and adjacent areas (warehouses, offices, etc., as listed above) and modify, move, change, repair, test, maintain, upgrade or install patches to allow the plant's full and safe operation in respectable detail.

Transfer information to technologists (users) on the safe use of electrical facilities.

Transfer information to the plant manager for monitoring of the requested work during and after execution.

Manufacture safe extension cords (usable in food processing plants) of different lengths on request.

Identify lines at electrical panels and outlets.

Have radiation-resistant ceramic wire connectors available for work in the irradiator area.

Work from the 600V main input to 110V.

Provide the necessary equipment to carry out the work as promptly as possible.

Maintain a tidy, clean, safe working environment.

Update the electrical plans.

Any modification, relocation, change, repair, testing, maintenance, upgrade and installation requires the approval of the plant manager.

4.2 Chemical storage building

Install wiring and controls for chemical storage room exhaust fans for fume removal in explosion-proof areas. Maintain lighting systems and power supply within the building.

4.3 Building lighting systems

Upgrade the existing power supply system to supply electrical power for office machines, computers and the lighting system. Relocate lighting fixtures in rooms being upgraded or reconfigured. Maintain the entire interior and exterior lighting system (e.g., light standards, fixtures, etc.).

4.4 Main computer room requirements

Work with local IT managers to determine electric power and uninterrupted power supply requirements.

4.5 Laboratory equipment

Install power supply, overload protection and an uninterrupted power supply system in new and relocated laboratory equipment.

4.6 Installation of overhead and underground systems

Install underground and overhead electrical systems and transformers in buildings and equipment as required.

4.7 Maintenance work on cooling switches

Maintain the electrical equipment on roof and exterior cooling towers.

4.8 Maintenance of electrical equipment – MCC panels

Clean, adjust and test all motor control equipment associated with K-D-L penthouse motor control centres (MCCs). 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 switches, connections and indicator lamps in penthouse K-D-L motor control centres (MCCs).

4.9 Central heating and cooling plant equipment

Repair all electrical equipment and systems, such as pumps, generators, air compressors, vacuum pumps, and fan motors associated with cooling towers. Most of the pumps and fans in the central heating and cooling plant have variable-speed drives.

4.10 Thermography

Provide the equipment and reports for preventive maintenance using thermal cameras.

4.11 Exhaust fans

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

4.12 Lab equipment maintenance

In support of research activities, service, repair and test various pieces of laboratory equipment.

4.13 Installation and maintenance of variable-speed controls

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

4.14 Offices

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

4.15 Cleaning valves for laboratory fume hoods

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

4.16 Ground fault equipment

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

4.17 24-hour emergency service

Provide 24-hour emergency service as required.

4.18 Electric motor repair services

Provide electric motor repair/rewind and installation of electric motors. Specify administration costs for pickup and delivery, if provided.

4.19 Fire alarm system

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

4.20 High-voltage maintenance

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

4.21 Preventive maintenance

Perform various preventive maintenance tasks on the building's electrical components.

Section 3: STANDARDS OF WORKMANSHIP

5.0 TERMS AND CONDITIONS OF WORK

The following codes and standards that are in effect upon release of this document are subject to change or revisions. The latest version shall be adhered to throughout the term of the standing offer. In the event of a conflict between any of the following codes or standards, the strictest standard or code shall prevail.

- 1. Canadian Standards Association
- 2. Canadian Environmental Protection Act
- 3. National Building Code of Canada
- 4. Provincial and federal legislation and regulations
- 5. Canadian Electrical Code, Part I, CSA 22.1-F18
- 6. The equipment and the execution of the work must meet or exceed the applicable standards of the Canadian General Standards Board and of the Canadian Standards Association (CSA).

5.1 Staff required for the work

- 5.1.1 A minimum of two (2) licensed electrical tradespersons in the contractor's full-time employ must be available to perform work at Saint-Hyacinthe RDC. This is to ensure continuity of work during contractor staff vacation time or absences.
- 5.1.2 Only qualified employees may perform the work at Saint-Hyacinthe RDC. AAFC reserves the right to determine if an apprentice electrician can perform the work requested and will so specify at the time of each service call (standing offer call-up).

5.2 Instructions for work to be performed

- 5.2.1 The contractor must supply all the tools, instrumentation, equipment, services, materials and labour required to carefully and properly perform and complete the work described in this SOW.
- 5.2.2 Prior to performing the work, the contractor will be required to provide the Project Authority with a written estimate for repair work and new facilities required for the work requested. This estimate must be consistent with the contractor's Basis of Payment.
- 5.2.3 The contractor must perform the work in accordance with the instructions provided in the call-ups against the standing offer.

- 5.2.4 The contractor must provide the Project Authority with a detailed work order explaining the work undertaken.
- 5.2.5 The contractor must perform the work with minimum disturbance to the occupants, the public and the normal operations of the facility.

5.3 Quality of work

The contractor must guarantee that all services provided under this standing offer are, on acceptance of the work, free from defects in workmanship. If the Contractor has to correct or replace the work or any portion thereof, AAFC will not be liable for the costs incurred. All work corrected or replaced by the contractor is subject to the same provisions of the standing offer as the original work.

5.4 Equipment, materials and new facilities

- 5.3.1 Equipment and materials must be new and CSA-certified. The Contractor must deliver, store and maintain the materials with the manufacturer's seal and labels intact.
- 5.3.2 Additions, relocations or removal of equipment or systems must be recorded, dated and initialled by the contractor on the printed documentation concerning the finished work, where applicable.
- 5.3.3 All materials must be approved by the Project Authority prior to ordering or installation. AAFC reserves the right to supply parts and materials to the contractor.
- 5.3.4 The contractor must provide training to AAFC's maintenance staff and user groups on the operation and maintenance procedures for all new facilities. The contractor must supply shop drawings and manufacturer's instructions and specifications for all new installations.

5.5 Warranty

The warranty is one year for parts and 60 days for labour.

The contractor must provide AAFC with all warranty documents concerning workmanship, parts and labour. Documents will specify period and type of guarantee. The contractor must provide the identified user or his/her designate with all technical literature and maintenance instructions supplied by the factory for new equipment for filing and future reference.

5.6 Damage to federal property

The contractor must maintain the integrity of the existing facilities. The contractor will be held responsible for any damage caused to Crown property or equipment, in the event that the damage is caused by the contractor, its employees or its subcontractors. Any damage caused by the contractor must be repaired.

Section 4: SITE-SPECIFIC REQUIREMENTS AND CONDUCT

6.0 ON-SITE SECURITY AND IDENTIFICATION

6.1 Photo identification is required for all of the contractor's employees, including any subcontracted staff, working at the Saint-Hyacinthe Research and Development Centre. Identification cards must be worn at all times by the contractor's refrigeration employees.

- 6.2 All of the contractor's employees, including any subcontracted staff, must follow site-specific security rules and regulations, including but not limited to having the required security clearances for access to the site, and signing in and out of the building.
- 6.3 Upon arrival at the site, the contractor must report to the Project Authority, provide identification and sign in at the Saint-Hyacinthe RDC reception area. The contractor must also discuss the work plan for the day and inform the Project Authority of any systems or equipment that will need to be turned off.
- 6.4 The contractor must report to the site with a service vehicle containing sufficient quantities of the parts required to repair the systems used in the areas where the work is being done.
- 6.5 Before leaving the site, the contractor must provide the Project Authority with a detailed work order explaining the work undertaken.
- 6.6 The contractor must fill out all required logs for every visit before leaving the premises and list all the work done at the facility.

7.0 STARTING AND STOPPING OF EQUIPMENT AND DISRUPTION OF SERVICES

- 7.1 Existing active services must be protected and maintained.
- 7.2 The contractor's employees are not allowed to stop or start any equipment associated with the operation of the Research Centre without the Project Authority's approval. The Project Authority will notify staff when systems or equipment must be shut down.
- 7.3 Any shutdown of services required for overhaul work must be planned with the Project Authority well in advance to allow adequate time to advise research staff and to minimize disruptions to research activities.
- 7.4 The contractor will take all precautions necessary to protect existing equipment, electrical components, wiring and control systems from damage during work.

8.0 HEALTH AND SAFETY ON SITE

- 8.1 The federal government takes health and safety for all persons granted access to the workplace very seriously. In accordance with the *Canada Labour Code*, Part 2, all reasonable care must be taken to ensure that all persons granted access to the workplace, other than the contractor's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed in the workplace. The Project Authority will brief the contractor's staff on known risks prior to commencing work in specific areas.
- 8.2 The general contractor's representatives must comply with all federal, provincial and local health and safety regulations while working on the site. As required, a meeting can be arranged to discuss health and safety-related concerns with the Project Authority.
- 8.3 The contractor's employees must be provided with the appropriate safety materials, devices and equipment (safety boots, noise protection equipment, etc.) when they are working on site and must follow applicable site safety rules at all times.
- 8.4 The contractor must assess site hazards in order to establish safe site-specific work procedures to ensure the safety and well-being of its employees. Copies of the assessment reports must be made available to the Project Authority.

All copies of formal hazard assessments conducted by the contractor in the course of the work must be retained and submitted to the Project Authority.

- 8.5 The contractor must post the safety plan in a prominent area of the site that is accessed by all employees. The contractor must ensure that all employees, including sub-contractors and their staff, are advised of the safety plan and its location.
- 8.6 The contractor must ensure that all workers and persons authorized to enter the site are notified of and abide by the posted safety plan, safety rules, regulations, safe work procedures and applicable safety legislation. Anyone who does not comply with these requirements will not be permitted on the work site.
- 8.7 All of the contractor's employees who use controlled products on federal government land or in federal government facilities must have a Workplace Hazardous Materials Information System (WHMIS) certificate, Fall Protection Certification and a Confined Space Certificate.
- 8.8 The contractor must provide a copy of the material safety data sheet to the Project Authority.
- 8.9 The contractor must provide all safety equipment required by its staff; no equipment will be lent by AAFC.

| Specialized Work and On- site Service | Unit | Base Year (April 1, 2023 – March 31, 2024) | | | Option Year I (April 1, 2024 – March 31, 2025) | | | Option Year II (April 1, 2025 – March 31, 2026) | | | Option Year III (April 1, 2026 – March 31, 2027) | | | Option Year IV (April 1, 2027 – March 31, 2028) | | |
|---|----------------|--|--|--------------------|--|--|--------------------|--|--|--------------------|--|--|--------------------|---|--|--------------------|
| | | During regular working hours (8 am - 4:30 pm Mon-Fri) | Outside regular working hours | Emergency calls | During regular working hours (8 am - 4:30 pm Mon-Fri) | Outside regular working hours | Emergency calls | During regular working hours (8 am - 4:30 pm Mon-Fri) | Outside regular working hours | Emergency calls | During regular working hours (8 am - 4:30 pm Mon-Fri) | Outside regular working hours | Emergency calls | During regular working hours (8 am - 4:30 pm Mon-Fri) | Outside regular working hours | Emergency calls |
| | | | | | | | 1 | | | | | | | | | |
| Certified Journeyman Electrician | Hourly Rate | | | | | | | | | | | | | | | |
| Profit Margin % (Parts/Materials) | % | | | | | | | | | | | | | | | |

| Bidder's Name: | |
|----------------|--|
|----------------|--|

Name of Signing Authority:

Bidder's Address:

Position of Signing Authority:

Signature:

Date:

1. FINANCIAL EVALUATION

Base Year (April 1, 2023 – March 31, 2024)

| Specialized Work and On-site Service | Hourly rate during regular working hours | Estimated hours/ quantity | Total A | Hourly rate outside regular working hours | Estimated hours | Total B | Hourly rate for emergency calls | Estimated hours | Total C | Total per Service (Total A + B + C) | |
|---|---|---------------------------------|---------|--|--------------------|---------|--|--------------------|---------|---|--|
| | | | | | | | | | | | |
| Certified Journeyman Electrician | | x 480 | = | | x 40 | = | | x 40 | = | | |
| Profit Margin % (Parts/Materials) | | x 15000 | = | | | | | | | | |
| TOTAL FOR BASE YEAR I | | | | | | | | | | | |

2. FINANCIAL EVALUATION

Option Year 1 (April 1, 2024 – March 31, 2025)

| Specialized Work and On-site Service | Hourly rate during regular working hours | Estimated hours/ quantity | Total A | Hourly rate outside regular working hours | Estimated hours | Total B | Hourly rate for emergency calls | Estimated hours | Total C | Total per Service (Total A + B + C) |
|---|---|---------------------------------|---------|--|--------------------|---------|--|--------------------|---------|---|
| | | | | | | | | | | |
| Certified Journeyman Electrician | | x 480 | = | | x 40 | = | | x 40 | = | |
| Profit Margin % (Parts/Materials) | | x 15000 | = | | | | | | | |
| | | | | | | | | | | |

3. FINANCIAL EVALUATION

Option Year 2 (April 1, 2025 – March 31, 2026)

| Specialized Work and On-site Service | Hourly rate during regular working hours | Estimated hours/ quantity | Total A | Hourly rate outside regular working hours | Estimated hours | Total B | Hourly rate for emergency calls | Estimated hours | Total C | Total per Service (Total A + B + C) |
|---|---|---------------------------------|---------|--|--------------------|---------|--|--------------------|---------|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| Certified Journeyman Electrician | | x 480 | = | | x 40 | = | | x 40 | = | |
| Profit Margin % (Parts/Materials) | | x 15000 | = | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

4. FINANCIAL EVALUATION

Option Year 3 (April 1, 2026 – March 31, 2027)

| Specialized Work and On-site Service | Hourly rate during regular working hours | Estimated hours/ quantity | Total A | Hourly rate outside regular working hours | Estimated hours | Total B | Hourly rate for emergency calls | Estimated hours | Total C | ę | Total per Service (Total A + B + C) |
|---|---|---------------------------------|---------|--|--------------------|---------|--|--------------------|---------|---|---|
| | | | | | | | | | | | |
| Certified Journeyman Electrician | | x 480 | = | | x 40 | = | | x 40 | = | | |
| Profit Margin % (Parts/Materials) | | x 15000 | = | | | | | | | | |
| TOTAL FOR OPTION YEAR 3 | | | | | | | | | | | |

5. FINANCIAL EVALUATION

Option Year 4 (April 1, 2027 – March 31, 2028)

| Specialized Work and On-site Service | Hourly rate during regular working hours | Estimated hours/ quantity | Total A | Hourly rate outside regular working hours | Estimated hours | Total B | Hourly rate for emergency calls | Estimated hours | Total C | s | Total per Service (Total A + B + C) |
|---|---|---------------------------------|---------|--|--------------------|---------|--|--------------------|---------|---|---|
| | | | | | | | | | | | |
| Certified Journeyman Electrician | | x 480 | = | | x 40 | = | | x 40 | = | | |
| Profit Margin % (Parts/Materials) | | x 15000 | = | | | | | | | | |
| TOTAL FOR OPTION YEAR 4 | | | | | | | | | | | |

FINANCIAL EVALUATION OF OFFERED RATES - Consolidated

| TOTAL evaluated cost for Base Year | \$ |
|--|-------------------------|
| Total evaluated cost for Option Year 1 | \$ |
| Total evaluated cost for Option Year 2 | \$ |
| Total evaluated cost for Option Year 3 | \$ |
| Total evaluated cost for Option Year 4 | \$ |
| TOTAL FOR FIVE (5) YEARS | \$ (excluding taxes) |

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

| PART A - CONTRACT INFORMATION / PARTIE A - 1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine | n / | ONTRACTUEL alimentaire Canada nt, Saint-Hyacinthe | | 2. Branch or D | Directorate / Direction génér | ale ou | Directio | on |
|---|---------------------------------------|---|------------|------------------|--------------------------------|--------------------|------------|-----|
| 3. a) Subcontract Number / Numéro du contrat de sou | | | | | ictor / Nom et adresse du so | ous-trai | itant | |
| 4. Brief Description of Work / Brève description du tra | | | | | | | | |
| Services d'entretien, de réparation et d'installation de | e systèmes électriqu | ies au CRD Sa | int-Hyac | inthe. | | | | |
| | | | | | | | | |
| 5, a) Will the supplier require access to Controlled Go | ods? | | | | | | No [| Yes |
| Le fournisseur aura-t-il accès à des marchandise | | | | | | \mathbf{V} | Non L | Oui |
| 5. b) Will the supplier require access to unclassified n | nilitary technical dat | a subject to the | provisio | ns of the Tech | nical Data Control | $\mathbf{\Lambda}$ | No | Yes |
| Regulations? Le fournisseur aura-t-il accès à des données tec | hniques militaires n | on classifiées o | iui sont a | assuietties aux | dispositions du Rèalement | | Non L | Oui |
| sur le contrôle des données techniques? | | | | | | | | |
| 6. Indicate the type of access required / Indiquer le ty | | | | | | | | |
| 6. a) Will the supplier and its employees require acce | | | | | | $\mathbf{\nabla}$ | No | Yes |
| Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Qu | | jnements ou a | des bien | IS PROTEGES | | | Non [| Oui |
| (Préciser le niveau d'accès en utilisant le tableau | u qui se trouve à la | question 7. c) | | | | | | |
| 6. b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of | | | access t | to restricted ac | cess areas? No access to | | No Non | |
| Le fournisseur et ses employés (p. ex. nettoyeur | s, personnel d'entre | etien) auront-i l s | | des zones d'a | ccès restreintes? L'accès | | | |
| à des renseignements ou à des biens PROTÉG 6. c) Is this a commercial courier or delivery requirem | ES et/ou CLASSIFII | <u>ES n'est pas au</u> ht storago? | torisé. | | | | No | Yes |
| S'agit-il d'un contrat de messagerie ou de livrais | | | de nuit? | ? | | \mathbf{V} | Non | Oui |
| 7. a) Indicate the type of information that the supplier | will be required to a | ccess / Indique | er le type | d'information a | auquel le fournisseur devra | avoir a | iccès | |
| Canada | |) / OTAN | | | Foreign / Étranger | | | |
| 7. b) Release restrictions / Restrictions relatives à la c | | | | | la mella ana mandaistisma | | | |
| No release restrictions Aucune restriction relative | All NATO countrie Tous les pays de | | | | lo release restrictions | |] | |
| à la diffusion | | | J | | la diffusion | | | |
| Not releasable | | | | | | | | |
| À ne pas diffuser | | | | | | | | |
| Restricted to: / Limité à : | Restricted to: / Lir | nité à · | 1 | | Restricted to: / Limité à : | | 7 | |
| | | | | | | |) | |
| Specify country(ies): / Préciser le(s) pays : | Specify country(ie | s). / Flecisel le | (s) pays | . 3 | Specify country(ies): / Précis | |) pays . | |
| | | | | | | | | |
| 7. c) Level of information / Niveau d'information | 1 | | | | | | | |
| PROTECTED A | NATO UNCLASS | | | | PROTECTED A | | | |
| PROTÉGÉ A | NATO NON CLAS | | | | PROTÉGÉ A | | | |
| PROTECTED B | NATO RESTRICT | | _ | | ROTECTED B | | | |
| PROTÉGÉ B | | | | | PROTÉGÉ B | \dashv | - | |
| PROTECTED C | NATO CONFIDEN | | | | PROTECTED C PROTÉGÉ C | | | |
| | NATO CONFIDER | | | | CONFIDENTIAL | ╞╡ | - | |
| | NATO SECRET | | | - | ONFIDENTIEL | | | |
| SECRET | COSMIC TOP SE | CRET | | | ECRET | 一 | | |
| SECRET | COSMIC TRÈS S | | | | SECRET | | | |
| TOP SECRET | | | | T | OP SECRET | | | |
| | | | | Įт | RÈS SECRET | | | |
| TOP SECRET (SIGINT) | | | | | OP SECRET (SIGINT) | | | |
| | | | | Т | RÈS SECRET (SIGINT) | | | |

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Canadä

| | tinued) / PARTIE A (suite) | | | | | | | |
|--|---|-------------------------|--|--|--|--|--|--|
| | plier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? eur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? | No Yes Non Oui | | | | | | |
| If Yes, indic | ate the level of sensitivity: | | | | | | | |
| | native, indiquer le niveau de sensibilité : plier require access to extremely sensitive INFOSEC information or assets? | No Yes | | | | | | |
| | eur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? | Non Oui | | | | | | |
| | s) of material / Titre(s) abrégé(s) du matériel : | | | | | | | |
| | Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) | | | | | | | |
| 10. a) Personr | Reconnet (Supplier) / FARme D - FERSonnet (FOURNISSEUR) nel security screening level required / Niveau de contrôle de la sécurité du personnel requis | | | | | | | |
| | RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECR | ET | | | | | | |
| | COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SEC | RET | | | | | | |
| | | OP SECRET RÈS SECRET | | | | | | |
| | SITE ACCESS | | | | | | | |
| | ACCÈS AUX EMPLACEMENTS | | | | | | | |
| | Special comments: | | | | | | | |
| | Commentaires spéciaux : | | | | | | | |
| | NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f | ourni. | | | | | | |
| | screened personnel be used for portions of the work? | No Yes | | | | | | |
| | onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? vill unscreened personnel be escorted? | V Non Oui | | | | | | |
| | iffirmative, le personnel en question sera-t-il escorté? | Non Oui | | | | | | |
| PART C - SAF | EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) | | | | | | | |
| | ON / ASSETS / RENSEIGNEMENTS / BIENS | | | | | | | |
| 11 a) Will the | supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or | No Yes | | | | | | |
| premise | ns? | Non Oui | | | | | | |
| Le fourr CLASS | nisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou IFIÉS? | | | | | | | |
| | | | | | | | | |
| | supplier be required to safeguard COMSEC information or assets? nisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? | No Yes Non Oui | | | | | | |
| PRODUCTIO | PRODUCTION | | | | | | | |
| | | | | | | | | |
| | production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment | No Yes | | | | | | |
| | the supplier's site or premises? allations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ | V Non Oui | | | | | | |
| | ASSIFIÉ? | | | | | | | |
| | DN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) | | | | | | | |
| | | | | | | | | |
| | supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED | No Yes Non Oui | | | | | | |
| | ion or data? isseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des | | | | | | | |
| | nements ou des données PROTÉGÉS et/ou CLASSIFIÉS? | | | | | | | |
| 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? | | | | | | | | |
| Dispose | ra-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence | V Non Oui | | | | | | |
| gouvern | ementale? | | | | | | | |

TBS/SCT 350-103(2004/12)

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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 PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | ΝΑΤΟ | | | | | COMSEC | | | |
|---|-------------------------------|--------------------------|---------------------------------|---|--|--|---|--|---------------------|------------------------------------|--------|-----------------|--------|--------------|--------|----------------|
| | A | в | с | CONFIDENTIAL | SECRET | TOP SECRET | NATO RESTRICTED | NATO CONFIDENTIAL | NATO Secret | COSMIC TOP | | OTECTE OTÉGI | | CONFIDENTIAL | SECRET | TOP SECRET |
| | | | | CONFIDENTIEL | | Très Secret | NATO DIFFUSION Restreinte | NATO CONFIDENTIEL | | SECRET COSMIC TRÈS SECRET | A | В | С | CONFIDENTIEL | | TRES SECRET |
| Information / Assets | | | | | | | | | | | | | | | | |
| Renseignements / Biens | | | | | | | | | | | | | | | | |
| Production | | | | | | | | | | | | | | | | |
| IT Media / | | - | | | | | | | | | | | | | | |
| Support TI | | | | | | | | | | | | | | | | |
| IT Link / | | 1 | | | | | | | | | 1 | | | | | |
| Lien électronique | | | | | | | | | | | | | | | | |
| 12. a) Is the description If Yes, classify Dans l'affirma « Classification 12. b) Will the document | du t y th itive on d | is fo e, cla le sé | il vis rm l Issif curi | é par la prése by annotating ier le présent té » au haut e | nte LVER the top a formulai et au bas | S est-elle Ind botto re en ind du formu | de nature Pl m in the are iquant le niv laire. | ROTÉGÉE et/ a entitled "Se reau de sécur | ou CLAS curity C | lassificati | | ée | | [| No Non | Yes Oui |
| La documentat | | | | | | | | | IFIÉE? | | | | | , | No Non | Oui |
| If Yes, classify attachments (Dans l'affirma « Classificatio des pièces joi | e.g. itive on d | . SE(e, cla le sé | CRE Issif | T with Attach ier le présent | ments). formulai | re en ind | iquant le niv | eau de sécur | ité dans | la case in | titule | ée | | | | |





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| PART D - AUTHORIZATION / PART | | | | | | | | |
|---|------------------------------------|-------------------------------|---|-----------------|--|--|--|--|
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | | | | | | |
| Name (print) - Nom (en lettres moulé | Title - Titre | | Signature DesbiensGirard, Signature numérique de DesbiensGirard, MarieEve | | | | | |
| Marie-Ève Desbiens-Girard | Gestionnaire des services intégrés | | MarieEve Date: 2022.11.07 07:55:32 -05'00' | | | | | |
| Telephone No Nº de téléphone | té l écopieur | E-mail address - Adresse cour | riel | Date | | | | |
| 14. Organization Security Authority / | Responsable de la séc | urité de l'orgar | nisme | | I | | | |
| Name (print) - Nom (en lettres moulé | es) | Title - Titre | | Signature | | | | |
| Lise Levesque-Masson | | Coordon | natrice des LVERS | Lise Leve | ise Levesque-Masson Date: 2023.02.08 09:17:10 -05'00' | | | |
| Telephone No Nº de téléphone | Facsimile No Nº de | télécopieur | r E-mail address - Adresse courriel Date Lise.Levesque-Masson@AGR.GC.CA | | | | | |
| 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 Nº de téléphone | Facsimile No Nº de | télécopieur | E-mail address - Adresse cou | urrie l | Date | | | |
| 17. Contracting Security Authority / A | utorité contractante en | matière de sé | curité | | | | | |
| Name (print) - Nom (en lettres moulé | Title - Titre | | Signature | | | | | |
| Telephone No Nº de téléphone | télécopieur | E-mail address - Adresse cou | urriel | Date | | | | |

Security Classification / Classification de sécurité



Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

PART A - CONTRACT INFORMATION

Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

5. a) Will the supplier require access to Controlled Goods?

The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.

b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets
 as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

a) Indicate the type of information that the supplier will be required to access

Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

b) Release restrictions

If Not Releasable is selected, this indicates that the information and/or assets are for Canadian Eyes Only (CEO). Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped Canadian Eyes Only (CEO).

If No Release Restrictions is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If ALL NATO countries is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

| PROTECTED | CLASSIFIED | ΝΑΤΟ |
|-------------|---------------------|-------------------|
| PROTECTED A | CONFIDENTIAL | NATO UNCLASSIFIED |
| PROTECTED B | SECRET | NATO RESTRICTED |
| PROTECTED C | TOP SECRET | NATO CONFIDENTIAL |
| | TOP SECRET (SIGINT) | NATO SECRET |
| | | COSMIC TOP SECRET |

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

PART B - PERSONNEL (SUPPLIER)

10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

| RELIABILITY STATUS | CONFIDENTIAL | SECRET |
|--------------------|---------------------|-------------------|
| TOP SECRET | TOP SECRET (SIGINT) | NATO CONFIDENTIAL |
| NATO SECRET | COSMIC TOP SECRET | SITE ACCESS |

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

b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

PART C - SAFEGUARDS (SUPPLIER)

11. INFORMATION / ASSETS

a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

PRODUCTION

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

INFORMATION TECHNOLOGY (IT)

d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

SUMMARY CHART

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.

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

| PROTECTED | CLASSIFIED | NATO | COMSEC |
|-------------|---------------------|-------------------|--------------|
| PROTECTED A | CONFIDENTIAL | NATO RESTRICTED | PROTECTED A |
| PROTECTED B | SECRET | NATO CONFIDENTIAL | PROTECTED B |
| PROTECTED C | TOP SECRET | NATO SECRET | PROTECTED C |
| | TOP SECRET (SIGINT) | COSMIC TOP SECRET | CONFIDENTIAL |
| | | | SECRET |
| | | | TOP SECRET |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

PART D - AUTHORIZATION

13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

PARTIE A - INFORMATION CONTRACTUELLE

Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

b) Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgation de INFOSEC.

a) Indiquer le type d'information auquel le fournisseur devra avoir accès

Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

b) Restrictions relatives à la diffusion

Si À ne pas diffuser est choisi, cela indique que les renseignements et/ou les biens sont réservés aux Canadiens. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention Réservé aux Canadiens.

Si Aucune restriction relative à la diffusion est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujetti à aucune restriction.

Si Tous les pays de l'OTAN est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

| PROTÉGÉ | CLASSIFIÉ | ΝΑΤΟ |
|-----------|----------------------|---------------------------|
| PROTÉGÉ A | CONFIDENTIEL | NATO NON CLASSIFIÉ |
| PROTÉGÉ B | SECRET | NATO DIFFUSION RESTREINTE |
| PROTÉGÉ C | TRÈS SECRET | NATO CONFIDENTIEL |
| | TRÈS SECRET (SIGINT) | NATO SECRET |
| | | COSMIC TRÈS SECRET |

- 8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.
- 9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

| COTE DE FIABILITÉ | CONFIDENTIEL | SECRET |
|-------------------|----------------------|------------------------|
| TRÈS SECRET | TRÈS SECRET (SIGINT) | NATO CONFIDENTIEL |
| NATO SECRET | COSMIC TRÈS SECRET | ACCÈS AUX EMPLACEMENTS |

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. RENSEIGNEMENTS / BIENS :

a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

PRODUCTION

c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

TECHNOLOGIE DE L'INFORMATION (TI)

d) Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

TABLEAU RÉCAPITULATIF

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.

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.

| PROTÉGÉ | CLASSIFIÉ | NATO | COMSEC |
|-----------|----------------------|------------------------------|--------------|
| PROTÉGÉ A | CONFIDENTIEL | NATO DIFFUSION RESTREINTE | PROTÉGÉ A |
| PROTÉGÉ B | SECRET | NATO CONFIDENTIEL | PROTÉGÉ B |
| PROTÉGÉ C | TRÈS SECRET | NATO SECRET | PROTÉGÉ C |
| | TRÈS SECRET (SIGINT) | COSMIC TRÈS SECRET | CONFIDENTIEL |
| | | | SECRET |
| | | | TRÈS SECRET |

12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

PARTIE D - AUTORISATION

13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.