

RETURN BIDS TO:

Agriculture and Agri-Food Canada

Address:	See Part 2 - Bidders Instructions
Attention:	Melissa Smith, AAFC, Regina

Email:

REQUEST FOR PROPOSAL

Proposal To: Agriculture and Agri-Food Canada

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

Comments:

Vendor/Firm Name and Address:

Issuing Office

Agriculture and Agri-Food Canada Western Service Centre 300 - 2010 12th Avenue Regina, SK S4P 0M3

Title: Heavy Duty Mechanic Service Beaverlodge Reserach Farm	
Solicitation Number	Date of solicitation:
01R11-24-C032A	2023-09-19
Solicitation Closes:	Time Zone:
At: 11:00 AM	CST
On: October 6, 2023	
Address Enquiries to:	
melissa.smith3@agr.gc.ca AN	D
aafc.wscprocurement-csoappro	vvisionnement.aac@agr.gc.ca
Name: Melissa Smith Email:	
Telephone Number: 306-515-4796	FAX Number:
Destination of Goods, Services and	Construction:
Instructions: Municipal taxes are not applicable. all prices quoted must include all ap GST/HST, excise taxes and are to b including all delivery charges to des of the Goods and Services Tax/Har as a separate item.	plicable Canadian customs duties, be delivered Delivery Duty Paid tination(s) as indicated. The amount
Delivery required:	Delivery offered:
Vendor/Firm Name and Address: Name and title of person authorized (type or print)	l to sign on behalf of vendor/firm
Signature	
Date	



TABLE OF CONTENTS

	- GENERAL INFORMATION	3
1.1 1.2	INTRODUCTIONSUMMARY	
1.3	DEBRIEFINGS	
PART 2	- BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5 2.6	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS FORMER PUBLIC SERVANT ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS	4 6 7 8 8
PART 3	- BID PREPARATION INSTRUCTIONS	9
3.1	BID PREPARATION INSTRUCTIONS	9
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 4.2	EVALUATION PROCEDURES BASIS OF SELECTION	
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
	- SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	
6.1 6.2	SECURITY REQUIREMENTS	
-		==
PART 7	- RESULTING CONTRACT CLAUSES	
	- RESULTING CONTRACT CLAUSES	
PART 7 7.1 7.2	- RESULTING CONTRACT CLAUSES STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS	12
7.1 7.2 7.3	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS	12 14 14
7.1 7.2 7.3 7.4	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT	12 14 14 14
7.1 7.2 7.3 7.4 7.5	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES	12 14 14 14 15
7.1 7.2 7.3 7.4 7.5 7.6	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12 14 14 14 15 16
7.1 7.2 7.3 7.4 7.5 7.6 7.7	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT	12 14 14 14 15 16 16
7.1 7.2 7.3 7.4 7.5 7.6	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12 14 14 15 16 16 17
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS	12 14 14 15 16 16 17 17
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS	12 14 14 15 16 16 17 17 17 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR)	12 14 14 15 16 16 17 17 17 18 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) INSURANCE – SPECIFIC REQUIREMENTS	12 14 14 15 16 16 17 17 17 18 18 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13 7.14	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) INSURANCE – SPECIFIC REQUIREMENTS DISPUTE RESOLUTION	12 14 14 15 16 16 17 17 17 18 18 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13 7.14 ANNEX	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) INSURANCE – SPECIFIC REQUIREMENTS DISPUTE RESOLUTION. "A"	12 14 14 15 16 16 17 17 17 18 18 18 18 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13 7.14 ANNEX STAT	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) INSURANCE – SPECIFIC REQUIREMENTS DISPUTE RESOLUTION. "A" EMENT OF WORK	12 14 14 15 16 16 17 17 17 17 18 18 18 18 18 18 18 18 18
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13 7.14 ANNEX STAT	STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) INSURANCE – SPECIFIC REQUIREMENTS DISPUTE RESOLUTION. "A"	12 14 14 15 16 16 17 17 18 18 18 18 18 18 18 18 20 20

28
29
29
31

PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number 01R11-24-C032 dated August 2, 2023 with a closing of September 12, 2023 at 11:00 AM CST.

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form, the Security Requirements Checklist, and any other annexes.

1.2 Summary

1.2.1 Agriculture and Agri-Food Canada's Beaverlodge Research Farm at 100038 Township Road 720, County of Grande Prairie, Alberta requires a Contractor to provide Heavy Duty Mechanic service on an "as and when requested basis".

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users.

The period of the contract will be for 1 calendar year with the possibility to extend the Contract for 3 additional 1 year periods.

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

1.2.3 Canada Post Corporation's Connect service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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.

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

The <u>2003</u> (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, and are amended as follows:

a) Section 05, Submission of Bids, subsection 5.2:

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

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

b) Section 05, Submission of Bids, subsection 5.4:

DELETE: 60 days INSERT: 120 days

c) Section 06, Late Bids and Section 07, Delayed Bids:

DELETE: "PWGSC" INSERT: "AAFC"

d) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

DELETE: Subsection 1 and 2 in its entirety.

INSERT: 08 (2022-03-29) Canada Post Corporation's (CPC) Connect service

1. Canada Post Corporation's Connect service

a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the <u>Connect service</u> provided by Canada Post Corporation.

The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is:

aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

- b. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
- h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.

- j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- e) Section 20, Further Information:

DELETE: Subsection 0 in its entirety.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- 1. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- 2. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

Bids must be submitted using Canada Post Corporation's (CPC) Connect service to the email address specified below by the date, time and place indicated in the bid solicitation:

aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Section 2.1 of this solicitation, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Alternate arrangements for bid receipt can by made by contacting the Contracting Authority identified on page 1 of the bid solicitation.

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* <u>Act</u> 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 Benefits</u> <u>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 Continuation</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>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 FPS in receipt of a pension, as applicable: a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

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

All enquiries must be submitted in writing to the Contracting Authority **no later than 10 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that bidders provide their bid in separately named sections as follows:

Section I: Technical Bid (1 pdf attachment) Section II: Financial Bid (1 pdf attachment) Section III: Certifications (1 pdf attachment)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada is committed to achieving <u>net zero greenhouse gas (GHG) emissions by 2050</u> in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - o the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

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

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Refer to Annex "C" for the Mandatory Technical Criteria which will be evaluated on a complaint/non-compliant basis.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Refer to Annex "B" for the Basis of Payment which will evaluated as your Financial Bid.

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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 evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

Refer to Annex "E" for the Integrity Certification Form.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

A3010T (2010-08-16), Education and Experience

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
 Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidder's are reminded to obtain the required security clearance promptly. Any delay in the issuance of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contract Authority.
- 3. For additional information on security requirements, Bidders 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.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" forms specified in Annex "G".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority and Local Procurement Officer or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority <u>and</u> Local Procurement Officer may authorize individual task authorizations up to a limit of **\$25,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in **excess of \$25,000.00**, **up to a maximum of \$40,000.00**, must be authorized by the Project Authority <u>and</u> Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 3%.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

7.3 Security Requirements

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

7.4 Term of Contract

7.4.1 Period of the Contract (Dates to be inserted at Contract award)

The period of the Contract is from Date of Contract Award, 2023 to Contract End Date, 2024 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three** (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Melissa Smith Contracting Specialist Agriculture and Agri-Food Canada Western Service Centre 300 – 2010 12th Avenue Regina, SK S4P 0M3

Telephone: 306-515-4796 E-mail address: <u>melissa.smith3@agr.gc.ca</u>

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

7.5.2 Project Authority

The Project Authority (Site Authority) for the Contract is:

(To be inserted at Contract award)

Name:	
Title:	
Organization:	
Address:	

Telephone: ____-___ E-mail address: _____

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

7.5.3 Local Procurement Officer

The Local Procurement Officer for the Contract is:

(To be inserted at Contract award)

Name:	
Title:	
Organization:	

Address:

The Local Procurement Officer (or designate) is responsible for the issuance of Task Authorizations to the limits identified is section 7.1.2.2, Task Authorization Limit. The Local Procurement Officer has no authority to authorize changes to the contract Scope of the Work. Changes to the Scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

(To be inserted at Contract award)

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 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the Ceiling Price specified in the authorized task authorization. Custom duties are included and Applicable Taxes extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____(*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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

7.7.3 Monthly Payment

H1008C (2008-05-12), Monthly Payment

7.7.4 SACC Manual Clauses

<u>A9117C</u> (2007-11-30), T1204 - Direct Request by Customer Department <u>C0710C</u> (2007-11-30), Time and Contract Price Verification

7.7.5 Electronic Payment of Invoices – Contract

(To be updated at Contract award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 3. Each invoice must be prepared to show:
 - Contract #
 - Task Authorization (TA) #
 - Invoiced Amount + applicable taxes
 - Itemized list of services provided (i.e. breakdown of all hours of labour and rates, parts/materials used and Mark-up, if applicable)
 - GST #

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4013</u> (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules
- (c) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex H, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

(the non-applicable clause will be deleted at contract award) SACC Manual clause <u>A2000C</u> (2006-06-16), Foreign Nationals (Canadian Contractor) **OR**

SACC Manual clause <u>A2001C</u> (2006-06-16), Foreign Nationals (Foreign Contractor)

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 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

General Requirements:

Agriculture and Agri-Food Canada's Beaverlodge Research Farm at 100038 Township Road 720, County of Grande Prairie, Alberta requires a Contractor to provide Heavy Duty Mechanic service on an "as and when requested basis".

The Beaverlodge Research Farm operates as follows:

Regular Working hours - 8:00 a.m. to 4:30 p.m. Monday to Friday Outside Regular Working hours - 4:30 p.m. to 8:00 a.m. Monday to Friday including weekends and stat holidays

This is a non-smoking, scent free facility.

List of Equipment on Site:

- 1. Heavy Duty Equipment including several tractors, combines (commercial and plot), swathers, seeders and sprayers. The equipment listed is of various makes, models, fuel type and can range anywhere from 20hp to 420hp. There are also various implements such as tillage equipment (cultivators, discs, packers), mowers, rototillers, augers and manure and granular fertilizer spreaders.
- 2. Off-road Vehicles including All-Terrain Vehicles (ATV's) and Utility Terrain Vehicles (UTV's)
- 3. Generators including one building backup generator and several portable generators.

Services Required:

The Contractor will provide the following on an "as and when requested basis":

- 1. Regular maintenance and servicing during 'regular working hours'
- 2. Trouble shooting and repairs
- 3. Occasional modification of plot equipment
- 4. Urgent Service 'outside regular working hours' when there is a breakdown to agricultural equipment in the field.

Terms and Conditions of the Work:

1. Post Award / Site Orientation Meeting

The Contractor may be required to attend a Post Contract award site orientation meeting with the Project Authority prior to the commencement of any work. This walk through will facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.

The walk through will include where all building exits are located and where the muster point is located in the event of an emergency situation and any information required to carry out the work.

2. Upon request, the Contractor shall provide AAFC with a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.

- 3. Upon request, the Contractor shall furnish the Contracting Authority with a copy of the Contractor's Workers Compensation Certificate and Liabilities.
- 4. Only licensed Journeyman Mechanics shall perform the Work.
- 5. When coming to the site for any work, the Contractor shall report to the Site Authority or his designate who put in the TA for the repair/service.
- 6. The Contractor must be available to provide regular maintenance and repairs and urgent service for breakdowns within the following response times:
 - 1. Routine Maintenance:

For routine maintenance requirements, the Contractor <u>must schedule the services within 24</u> <u>hours of receipt of an authorized TA</u>.

- Urgent Repairs: For deficiencies or breakdowns that require immediate attention, the Contractor <u>must be on</u> <u>site within two (2) hours of first contact</u>. An authorized TA will be provided to the Contractor once on site.
- 7. The Contractor is responsible to provide everything necessary for the performance of the work, including labour, parts and materials and tools and equipment. A fully equipped service truck is required to perform the repairs in remote locations as well as on site.
- 8. The Contractor must use original equipment manufacturer (OEM) parts if the part is proprietary to the manufacturer. Equipment and materials to be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
- 9. The Contractor shall warrant all services performed under this Contract and will, at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to AAFC, and any Work corrected or replaced by the Contractor shall be subject to all provisions of the Contract to the same extent as Work initially performed. The Contractor must provide at a minimum, of 90 days on all parts and labour at 100%.
- 10. The Contractor shall provide training to AAFC's users on operation and maintenance procedures on all new modifications of specialized field equipment.
- 11. The Contractor shall at their own cost, dispose of used oils, lube and waste in completing the work. Disposal is to be conducted in an environmentally friendly manner at Hazardous Materials and Recycling Depots.
- 12. The Contractor shall submit a detailed work order to the Site Authority or designate explaining the Work undertaken after completion of the service.
- 13. The Contractor shall upon request, provide AAFC with a wholesalers invoice complete with parts pricing.
- 14. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.
- 15. The Contractor may be required to provide a written estimate for repair work to plot and farm equipment. Any cost estimate must receive an authorized TA first before proceeding with the work. Estimates must include:

- 1. Cost for all Materials and Replacement Parts;
- 2. Mark-up;
- 3. Estimated number of hours for labour and rates;
- 4. Applicable taxes will be shown as a separate item.
- 16. AAFC reserves the right to supply parts and materials to the Contractor.

ANNEX "B"

BASIS OF PAYMENT

The Bidder is required to complete this section with their firm bid prices and return with their submission.

Instructions:

- This section when complete will be considered the Bidder's financial bid for evaluation. The Firm Unit prices offered will form the resulting contract if it is determined you are the successful bidder.
- <u>Column B (Unit price) must be completed for all line items for your Offer to be considered compliant</u>. <u>GST/HST is to be excluded from the prices stated herein</u>. However, applicable taxes are to be shown as a separate item on any invoices.
- AAFC will <u>not</u> accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for labour, as described in Annex A Statement of Work, when at the AAFC site shall include all time and travel-related costs to and from the AAFC site.
- The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

PRICING FOR INITIAL ONE YEAR CONTRACT PERIOD DATE OF AWARD, 2023 – CONTRACT END DATE, 2024 (Dates to be inserted at Contract award)

1. LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:30 p.m. Monday to Friday

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	190		
TOTAL				T1

2. LABOUR - OUTSIDE REGULAR HOURS

Between 4:30 p.m. to 8:00 a.m. and weekends and holidays

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	10		
TOTAL				T2

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 10,000.00		Т3

4. SHOP SUPPLY FEE: Must be directly associated with work as per the TA and identified as a separate line on the invoice. Fee equal to a percentage of the labour charge (non-negotiable, billed out with parts) to a maximum of \$75.00 per TA.

Estimated Labour	% Shop Supply Fee	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 30,000.00		Т4

5. ENVIRONMENTAL/DISPOSAL FEES: Must be directly associated with work as per the TA and identified as a separate line item on the invoice. (Not used in financial evaluation, but will form part of any resulting Contract.)

Bidder shall indicate their _____% of Environmental/Disposal Fees

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

PRICING FOR OPTION PERIOD ONE (1) DATE OF AWARD, 2024 – CONTRACT END DATE, 2025 (Dates to be inserted at Contract award)

1. LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:30 p.m. Monday to Friday

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	190		
TOTAL				Т5

2. LABOUR - OUTSIDE REGULAR HOURS

Between 4:30 p.m. to 8:00 a.m. and weekends and holidays

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	10		

TOTAL	Т6

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 10,000.00		Т7

4. SHOP SUPPLY FEE: Must be directly associated with work as per the TA and identified as a separate line on the invoice. Fee equal to a percentage of the labour charge (non-negotiable, billed out with parts) to a maximum of \$75.00 per TA.

Estimated Labour	% Shop Supply Fee	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 30,000.00		Т8

5. ENVIRONMENTAL/DISPOSAL FEES: Must be directly associated with work as per the TA and identified as a separate line item on the invoice. (Not used in financial evaluation, but will form part of any resulting Contract.)

Bidder shall indicate their _____% of Environmental/Disposal Fees

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

PRICING FOR OPTION PERIOD TWO (2) DATE OF AWARD, 2025 – CONTRACT END DATE, 2026 (Dates to be inserted at Contract award)

1. LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:30 p.m. Monday to Friday

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	190		
TOTAL			Т9	

2. LABOUR - OUTSIDE REGULAR HOURS

Between 4:30 p.m. to 8:00 a.m. and weekends and holidays

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	10		
TOTAL			T10	

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 10,000.00		T11

4. SHOP SUPPLY FEE: Must be directly associated with work as per the TA and identified as a separate line on the invoice. Fee equal to a percentage of the labour charge (non-negotiable, billed out with parts) to a maximum of \$75.00 per TA.

Estimated Labour	% Shop Supply Fee	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 30,000.00		T12

5. ENVIRONMENTAL/DISPOSAL FEES: Must be directly associated with work as per the TA and identified as a separate line item on the invoice. (Not used in financial evaluation, but will form part of any resulting Contract.)

Bidder shall indicate their _____% of Environmental/Disposal Fees

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

PRICING FOR OPTION PERIOD THREE (3) DATE OF AWARD, 2026 – CONTRACT END DATE, 2027 (Dates to be inserted at Contract award)

1. LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:30 p.m. Monday to Friday

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	190		

_		
	TOTAL	T13

2. LABOUR - OUTSIDE REGULAR HOURS

Between 4:30 p.m. to 8:00 a.m. and weekends and holidays

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Journeyman Heavy Duty Mechanic	Hour	10		
TOTAL			T14	

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

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 10,000.00		T15

4. SHOP SUPPLY FEE: Must be directly associated with work as per the TA and identified as a separate line on the invoice. Fee equal to a percentage of the labour charge (non-negotiable, billed out with parts) to a maximum of \$75.00 per TA.

Estimated Labour	% Shop Supply Fee	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 30,000.00		Т16

5. ENVIRONMENTAL/DISPOSAL FEES: Must be directly associated with work as per the TA and identified as a separate line item on the invoice. (Not used in financial evaluation, but will form part of any resulting Contract.)

Bidder shall indicate their _____% of Environmental/Disposal Fees

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

Total Cost for Initial Contract Period

Total Cost for Option Period One (1) + _____

Total Cost for Option Period Two (2) + _____

Total Cost for Option Period Three (3) + _____

TOTAL COST for all periods = _____

ANNEX "C"

MANDATORY TECHNICAL CRITERIA

The Bidder must clearly demonstrate in its bid how it meets <u>each of the following mandatory criteria</u> and <u>include the necessary documentation</u> to demonstrate compliance where applicable.

2.1 RESOURCE CERTIFICATES / QUALIFICATIONS

The Bidder must provide a copy of either an **Alberta Journeyman Certificate or an Interprovincial Journeyman's Red Seal Certificate** for each Journeyman Heavy Duty Mechanic proposed. <u>At least one (1) Journeyman must be proposed</u> to provide service under the resulting Contract.

ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "E"

INTEGRITY CERTIFICATION FORM

Requirements

Section 17 of the Ineligibility and Suspension Policy (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disgualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier information

Supplier's Legal Name:						
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership						
Supplier's Legal Address:						
City:	Province / Territory:	Postal Code:				
Supplier's Procurement Busine	ess Number (optional):					

List of names

Name	Title

Declaration

Ι.

_____, (name) ____

(position) of

, (supplier's name) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disgualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____ Date: _____

ANNEX "F"

INSURANCE REQUIREMENTS

The Bidder must provide a Certificate of Insurance that meets the following:

A) Commercial General Liability Insurance

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

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

B) Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
 - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

ANNEX "G"

TASK AUTHORIZATION FORM

(To be inserted at Contract award)



01R11-24-C032A

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	ECURITY REQUIREMENT		T (SRCL) À LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRAC			
1. Originating Government Department or Organization	on /	2.	Branch or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine	Agriculture and Agri-Food	l Canada	Corporate Management Branch	
 a) Subcontract Number / Numéro du contrat de sou 	us-traitance 3. b) Nan	ne and Address c	of Subcontractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Brève description du tra	vail			
Heavy duty mechanical services at the	Beaverlodge research farm			
5. a) Will the supplier require access to Controlled Go				No Yes
Le fournisseur aura-t-il accès à des marchandise	es contrôlées?			Non Oui
5. b) Will the supplier require access to unclassified n	nilitary technical data subject	to the provisions	of the Technical Data Control	No Yes
Regulations?				Non Oui
Le fournisseur aura-t-il accès à des données tec	hniques militaires non classif	iées qui sont ass	ujetties aux dispositions du Règlement	t
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le ty	no d'accès requis			
6. a) Will the supplier and its employees require acce				No Yes
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Qu		ou a des biens F	PROTEGES et/ou CLASSIFIES?	Non Oui
(Préciser le niveau d'accès en utilisant le tableau		7 c)		
6. b) Will the supplier and its employees (e.g. cleaner			estricted access areas? No access to	
PROTECTED and/or CLASSIFIED information of				
Le fournisseur et ses employés (p. ex. nettoyeur	s, personnel d'entretien) auro	ont-ils accès à de	s zones d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG				
6. c) Is this a commercial courier or delivery requirem				✓ No Yes
S'agit-il d'un contrat de messagerie ou de livrais	•	0		Non Oui
a) Indicate the type of information that the supplier	will be required to access / Ir	ndiquer le type d'i	nformation auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN		Foreign / Étrange	r 🗌
7. b) Release restrictions / Restrictions relatives à la d	diffusion		N	
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préc	iser le(s) pays :	Specify country(ies): / Préci	ser le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO UNCLASSIFIED		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTR		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
	NATO SECRET		CONFIDENTIAL	
	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÈS SECRET		SECRET	
TOP SECRET			TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

01R11-24-C032A

Security Classification / Classification de sécurité

Canadä

8. Will the sup	<i>inued) / PARTIE A (suite)</i> plier require access to PROTECTEI				No	Yes		
Le fournisse If Yes, indic	✓ Non	_]Oui						
	native, indiquer le niveau de sensibi plier require access to extremely se		ssets?		Z No	Yes		
	eur aura-t-il accès à des renseignem				Non _	Oui		
	s) of material / Titre(s) abrégé(s) du	matériel :						
PART B - PER	Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE B							
10. a) Personr	el security screening level required	/ Niveau de contrôle de la sécurit	é du personnel requis					
\checkmark	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÈS SEC				
	TOP SECRET– SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET			
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux :							
	NOTE: If multiple levels of screenin			الم مخمر سناخ مارية علمي م	in urni			
	REMARQUE : Si plusieurs niveau screened personnel be used for port	ions of the work?		la securite doit etre i	No	Yes		
	onnel sans autorisation sécuritaire p vill unscreened personnel be escorte		lu travail?		Non □No	_]Oui]]Yes		
	iffirmative, le personnel en question				Non	Oui		
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTIOI	N (FOURNISSEUR)					
	ON / ASSETS / RENSEIGNEME	ENTS / BIENS						
premise					✓ No Non	Yes Oui		
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?								
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?								
PRODUCTIO	DN							
	production (manufacture, and/or repai	r and/or modification) of PROTECT	ED 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 re	éparation et/ou modification) de ma	atériel PROTÉGÉ	✓ Non	Oui		
et/ou Cl	ASSIFIÉ?							
INFORMATIO	DN TECHNOLOGY (IT) MEDIA / 3	SUPPORT RELATIF À LA TECHN	IOLOGIE DE L'INFORMATION (T	1)				
	supplier be required to use its IT syste	ms to electronically process, produ	ice or store PROTECTED and/or (CLASSIFIED	No	Yes		
	ion or data? isseur sera-t-il tenu d'utiliser ses prop	res systèmes informatiques pour tr	aiter, produire ou stocker électroni	quement des	Non	_]Oui		
	nements ou des données PROTÉGÉS							
	e be an electronic link between the su ra-t-on d'un lien électronique entre le			nce	No Non	Yes Oui		
	ementale?			100				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government Gouvernement du Canada

Contract	Number /	/ Numéro	du contrat
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01R11-24-C032A

Security Classification / Classification de sécurité

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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		OTECT OTÉG			ASSIFIED ASSIFIÉ		ΝΑΤΟ			COMSE			COMSEC			
	А	в	с		SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		DTECTI		CONFIDENTIAL	SECRET	TOP SECRET
	^				SECRET				JECKET	SECRET					JUSECKET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media /																
Support TI																
IT Link / Lien électronique																
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.									Oui							
La documentat														L	✓ No Non	Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, 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).																