

Solicitation No. - N° de l'invitation

E0224-133413/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwd004

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

Various

PWD-2-35201

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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SPECIAL INSTRUCTIONS TO OFFERER'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to provide submissions for Standing Offers. The selected Offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize one (1) Standing Offer, for a period of **two (2) years**. The total dollar value of the Standing Offer is estimated to be approximately **\$189,000.00** (GST or HST included). Individual call-ups will vary, up to a maximum of \$25,000.00 (GST or HST included). Offerors should note there is no guarantee that the full amount, or any amount, of the Standing Offer will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT).

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors, the Contracting Authority shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Nikki Hoskins
 Supply Specialist
 Public Works and Government Services Canada (PWGSC)
 Acquisitions Branch
 Real Property Contracting (RPC)

P.O. Box 4600
 10 Barter's Hill
 St. John's, NL
 A1C 5T2

Telephone: (709) 772-8192

Facsimile: (709) 772-4603

E-mail address: Nicole.Hoskins@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI05 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI06 SITE VISIT

It is recommended that the Offeror visit the site to review and verify the form, nature and extent of the work prior to submitting an offer.

SI07 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors." The facsimile number for receipt of revisions is (709) 772-4603.

SI08 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of one hundred and twenty (120) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.

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4. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the Request for Standing Offer.
 5. The provisions expressed herein do not in any manner limit Canada's rights in law or under the "General Instructions to Offerors."

SI09 SECURITY REQUIREMENT

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).

1. The successful offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful offeror's non-compliance with the mandatory security requirement.
2. For any enquiries concerning the project security requirement, during the bidding period, the Offeror must follow the instructions as detailed in SI02 "Enquiries during the Solicitation Period." Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free).

SI10 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Contracts Canada (Buy and Sell)

<https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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Various

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Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS (GI)

GI01 CODE OF CONDUCT AND CERTIFICATIONS - OFFER

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSOs, Standing Offers and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.
2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as a sole proprietorship, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

5. The Offeror must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the offer as well as during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. The Offeror must also, when so requested, provide Canada with the corresponding Consent Forms.

6. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:

Paragraph

- a. 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 in activities of criminal organization) of the Criminal Code of Canada, or
- (Participation d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
- e. section 239 (False or deceptive statements) of the Income Tax Act, or
- f. section 327 (False or deceptive statements) of the Excise Tax Act, or
- g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Offeror must provide with its offer or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is

completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive

10. Offerors understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- Only one person is capable of performing the contract;
- Emergency;
- National security;
- Health and safety;
- Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

GI02 COMPLETION OF OFFER

1. The offer shall be
 - a. submitted in accordance with the instructions contained in the RFSO;
 - b. correctly completed in all respects;
 - c. signed by a duly authorized representative of the Offeror; and
 - d. accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
2. Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any offer security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Offeror, and shall be paid to the Offeror in addition to the amount approved by Canada for work performed under the Contract. The Offeror shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 SUBMISSION OF OFFER

1. Canada requests that offerors provide their offer in separately bound sections as follows:
 Section I: Financial Offer
 Section II: Certifications
2. Canada requests that Offerors follow the format instructions described below in the preparation of their offer:
 - a. use 216 mm x 279 mm (8.5 x 11 inch) paper;
 - b. use a numbering system that corresponds to that of the Request for Standing Offers.
3. The offer envelope shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:

- a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Offerors must submit their financial offer in accordance with Appendix 3 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable.
- The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
5. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 REVISION OF OFFER

- 1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be printed on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 REJECTION OF OFFER

- 1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
- 2. Without limiting the generality of paragraph 1. of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of

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- discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
- e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI09, Canada may consider, but not be limited to, such matters as:
- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1., 2. and 3. of GI09, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. of GI09, other than subparagraph 2.a. of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Bidders

GI10 OFFER COSTS

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before award. Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

GI12 COMPLIANCE WITH APPLICABLE LAWS

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
2. For the purpose of validating the certification in paragraph 1. of GI12, an Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2. of GI12 shall result in disqualification of the offer.

GI13 APPROVAL OF ALTERNATIVE MATERIALS

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Authority at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 PERFORMANCE EVALUATION

1. Offerors shall take note that the performance of the Offeror during and upon completion of the work may be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record performance.

GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by an offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains, however, subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority or Departmental Representative may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for **two (2) years** commencing from the start date identified on the Standing Offer.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of **\$25,000.00** (GST or HST included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration

fees and supervision as offered in the RFSO, including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority or Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix 5;
 - (b) Industrial Security Manual (Latest Edition).

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the call-up's contract documents:
 - a. The call up against the Standing Offer, including any annexes;
 - b. General Conditions and clauses :

GC1	General Provisions	R2810D	(2012-11-19)
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2012-07-16);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	Insurance	R2590D	(2011-05-16);
Supplementary Conditions			
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2005-05-25);
	Schedules of Wage Rates for Federal Construction Contracts.		
 - c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.
3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
4. The language of the contract documents is the language of the Price Proposal Form submitted.

Solicitation No. - N° de l'invitation

E0224-133413/A

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

Various

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35201

Buyer ID - Id de l'acheteur

pwd004

CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 - CODE OF CONDUCT CERTIFICATION

Information Required for the Code of Conduct Certification:

Please provide list of names for the following entities, according to the ownership nature of the company:

1. For a corporation - each current member of the Offeror's board of directors;

2. For a partnership, general partnership or limited partnership - the names of all current partners;

3. For a sole proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. For a joint venture - the names of all current members of the joint venture;

5. For an individual - the full name of the person

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APPENDIX 2 - STATEMENT OF WORK
(22 pages, as attached)

**PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
ASSET AND FACILITIES MANAGEMENT SERVICES
GENERAL MAINTENANCE SERVICES
STANDING OFFER AGREEMENT**

Public Works and Government Services Canada Atlantic Region	Standing Offer Agreement General Maintenance Services	Index
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Description : Standing Offer Agreement - General Maintenance Services

Location : Northwest Atlantic Fisheries Centre (NWAFC)
Correctional Services Building (Pleasantville)
St John's NL

INDEX

Section Title	No. of Pages
1. Scope of Work	1 - 6
2. General Requirements	1 - 10
3. Trade Requirements	1 - 3
4. Appendix "A" - Job Slip	1

- | | | |
|--------------------------|-----------|---|
| 1. General | .1 | Scope of work under this Standing Offer Agreement includes but shall not be limited to the provisions of all labour, material, tools, test equipment, and equipment necessary to perform minor construction and/or minor repairs and maintenance to buildings and building equipment, including structural, electrical, mechanical and painting, as specified within this specification , and/or shown on Drawings/Specifications provided by PWGSC Representative. |
| | .2 | PWGSC reserves the right to add or delete a facility from this Standing Offer Agreement. Contractor shall be given prior notice of such addition or deletion. |
| 2. Location | .1 | Work sites for this Standing Offer Agreement is the St. John's Area, including, but not limited to the following:

Northwest Atlantic Fisheries Centre (NWAFC)
Correctional Services Building (Pleasantville) |
| 3. Work Included | .1 | Minor carpentry construction, and/or repairs and related work. |
| | .2 | Minor mechanical work, e.g., plumbing, sheet metal, machining, welding, etc. |
| | .3 | Minor electrical work. (electrical license imperative) |
| | .4 | Minor interior finish work, e.g., drywall, wall covering, plastering, painting, flooring, ceiling tiles, etc. |
| | .5 | Minor exterior work, e.g. Siding, painting, caulking, brick concrete and mortar repair, roof repairs, glass replacement, etc. |
| | .6 | Clean up and debris removal. |
| 4. Work Excluded. | .1 | Major construction and/or maintenance repairs. |
| | .2 | Major electrical and mechanical work. |
| | .3 | Major painting. |
| | .4 | Total floor covering replacement. |

5. **Use of Site**
- .1 Limited to areas of work and storage.
 - .2 Do not unreasonably encumber site with materials or equipment.
 - .3 Move stored products or equipment which interfere with operations of building or other Contractors.
6. **Emergency and Service Call ups**
- .1 The Contractor shall maintain and provide PWGSC with current phone, fax and pager numbers to be able to provide response to requests for service from the local Departmental Representative and/or the National Service Call Centre (NSCC) 1-800-463-1850 on a twenty-four (24) hour, seven (7) day per week basis. If the request for service is from the NSCC, the Contractor shall, immediately upon completion of the service, report back to the NSCC describing the action taken to correct the problem. The following Work Priorities and Response Times shall apply:
 - .1 **Emergency**
A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance identified with this priority must be responded to immediately and must be reported without delay to designated manager.
Standard Response Times -
Urban **Max 1 hour**
Rural **ASAP (travel-time considered)**
 - .2 **Routine**
A priority of "Routine" is defined as essential maintenance requirements which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment or the facility.
Standard Response Times -
Urban **24 Hrs.**
Rural **48 Hrs.**
 - .3 **Low Priority**
Low Priority work includes deficiencies that are similar to those considered as Routine, but are of a less important nature. They are deficiencies which do not pose any immediate risk to the facility, its systems, its equipment or its occupants.
Standard Response Times -
Urban **48 Hrs.**
Rural **96 Hrs.**

- 7. Contractor's Responsibilities**
- .1 The Contractor will advise the Departmental Representative of the telephone number at which he/she or his/her representative may be contacted at any time.
 - .2 The Contractor shall not refuse any call for service requested by a Departmental Representative and the time lapse between call out and start of work shall be as per Item 6 of this section.
 - .3 Contractor prior to commencement of work, shall report to the commissionaires desk to log in.
 - .4 The Contractor shall contact the Departmental Representative on the first working day following and "after normal working hours" emergency or urgent call and obtain a requisition number.
 - .5 The Contractor, when requested by the Departmental Representative for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed estimate to complete repairs and put the equipment in proper working order.
 - .6 The work covered by this specification may include planned spring start-up and shutdown maintenance service. Upon completion of each scheduled inspection, the Contractor will submit two (2) completed copies of Appendix "A", Job Maintenance Service Slip and two (2) completed copies of Contractor's own "Maintenance Service Report".
 - .7 Service and/or repair to be provided on an "as and when requested" basis only.
 - .8 On award of Standing Offer Agreement, the Contractor must provide names of personnel performing work on this Standing Offer Agreement complete with proof of their qualifications.
 - .9 The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.
 - .10 Electrical lock out and tag out procedures are to be strictly adhered to. Records of tags are to be made available for viewing upon request by the departmental representative or local authority.
 - .11 Contractors must report to the commissioner desk before entering work site.
- 9. Log Books**
- .1 The Contractor shall complete all applicable log books outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.

- 10. Invoicing**
- .1 The Contractor shall submit Job Slip(s) signed by the Departmental Representative with an invoice. No invoice will be considered for payment unless accompanied by signed Job Slip(s), as detailed in Appendix "A".
 - .2 Invoice must show:
 - .1 Contract number.
 - .2 Work location.
 - .3 Date.
 - .4 Requisition number.
 - .5 Name of person who authorized call.
 - .6 Hours broken down as per Unit Price Table.
 - .7 Material net cost and % mark-up.
 - .8 Tradeperson's name(s) and license number(s).
 - .9 All invoices are to be typed not hand written.
 - .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.
 - .4 The Contractor must submit a completed "Request For Isolation" form, when applicable before any invoice can be processed. See Index.
 - .5 All invoices are to be submitted for payment within 90 days after completion of the work.
 - .6 All invoices for the fiscal year must be submitted for payment before 28 March of each year.
- 11. Service Definitions**
- .1 The following definitions apply to the work to be directed by the Departmental Representative.
 - Add
Make an addition to.
 - Adjust
Bring components to a more effective relative position.
 - Assemble
To take apart and put together again.
 - Balance Load
To balance the three (3) phase and single phase circuits which enter (or leave) the main switchboards, transformers and distribution panelboards, by calculating new and existing loads accordingly.
 - Breakdown Maintenance
To perform repairs to damaged equipment due to failures.
 - Clean
Scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter.
 - Check/Inspect
View closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfil their function to a high degree of efficiency.

Energy Source

Any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers.

Hot Work

Hot Work includes any welding, cutting of material by use of torch or other open flame devices and grinding which produces sparks.

Instruct

Inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures.

Isolate

To physically prevent the transmission or release of an energy source to machinery or equipment.

Lubricate

Apply oil or grease to joints between moving parts and joints between fixed and moving parts.

Measure

To determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer.

Normal Working Hours

Monday to Friday, between the hours of 0700 hrs and 1800 hrs inclusive, weekends and statutory holidays excluded.

Paint

Clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use.

Predictive Maintenance

To perform required repairs that have been declared in advance, on the basis of observation, experience and/or scientific reasons.

Preventative Maintenance

To inspect, test and re-condition a system, in order to prevent failures, at regularly scheduled intervals in accordance with specific instructions.

Prove

Operate and determine if operation produces intended response.

Remove

Take off or away from.

Repack

Fill with packing again.

Repair

Restore to a sound state.

Replace

Restore by removing old components and replacing with new components.

Report

To Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken.

Request For Isolation

Authorization form to be complete (PWGSC-TPSCGC13). Equipment is to be isolated and re-energized using Procedures for Isolation Form (PWGSC-TPSCGC12) following the written process for the correct sequence.

Shut Down

Take out of service.

Start Up

Return to service.

Tighten

Securely fix in place.

Torque

A predetermined amount of force (work measured in newton metres) determined by a manufacturer and executed with the use of a torque wrench to turn a nut on a bolt, relating to specific equipment or system.

Treat

Act upon with agent.

- | | | | |
|-----|--|----|--|
| 12. | Site Visits | .1 | The Departmental Representative may, without prior notification, visit the site. |
| 13. | Departmental
Representative(s)
Authorized Personnel | .1 | On award of the Standing Offer Agreement, the Contractor will be notified of the names and phone numbers of the PWGSC Departmental Representative. |
| | | .2 | Contractor shall attend a pre-job meeting within fourteen (14) days after award. |

**1. Codes and Legislated
Requirements**

.1

The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Standing Offer Agreement:

- .1 National Building Code of Canada.
- .2 National Fire Code.
- .3 Part II of the Canada Labour Code.
- .4 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
- .5 Canadian Environmental Protection Act.
- .6 Fire Commission of Canada #301 Standard for Building Construction Operations.
- .7 Provincial / Territorial Acts and Regulations.
- .8 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
- .9 Part 7 NBC Canadian Plumbing Code.
- .10 Canadian Electrical Code, Part I, CSA C22.1.
- .11 The Contractor,s "Electrical Safety Requirements". (Shall Include Lockout Procedures)
- .12 The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Public Works and Government Services Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.
- .13 Federal Halocarbon Regulation.
- .14 CSA-B-139-00, Installation Code for Oil Burning Equipment.
- .15 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.
- .16 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
- .17 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .18 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

**2. Licences, Permits
and Fees**

- .1 Submit necessary number of drawings and specifications to Electrical Inspection Department Authority and/or any other inspection authority within their discipline for examination and approval as requested and prior to commencement of work.
- .2 Provide the authorities having jurisdiction with all information requested.
- .3 Pay all fees and obtain certificates and permits required.
- .4 Furnish these certificates and permits when requested.
- .5 Permits and certificates are not required for repair or maintenance of existing 15 ampere, 120 volt circuits or replacement of single-pole switches, duplex receptacles or existing light fixtures.

3. Taxes

- .1 Pay applicable Federal, Provincial and Municipal taxes.

4. Environmental

- .1 All work is to be performed in accordance with the Canadian Environmental Protection Act and the Provincial Environmental Acts and Regulations.
- .2 Public Works and Government Services Canada support "Green" and sustainable initiatives; all effort to support these initiatives are to be implemented by the contractor.

5. Examination

- .1 Examine the existing conditions and determine those conditions affecting the work.

- 6. Existing Services**
- .1 Protect and maintain existing active services.
 - .2 Connect to existing services with minimum disturbance to occupants and building operation.
 - .3 Use existing services at no cost.
 - .4 Use designated sanitary facilities.
 - .5 Any shutdown to execute service or repair must first be approved by Departmental Representative or his designate. Normal working hours shall be construed as 0700 hours to 1800 hours, Monday through Friday, inclusive excluding holidays.
 - .6 Ensure that capacity of services is adequate prior to imposing additional loads. Connecting and disconnecting is the Contractor's expense and responsibility.
 - .7 Inform the Departmental Representative immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.
 - .8 When connecting to or disconnecting from an existing electrical system, ensure there is a balanced load upon completion of work.
 - .9 It shall be the sole responsibility of the Contractor to ensure that all distribution panel directories are brought up to date upon completion of any modifications or alterations to the electrical distribution system.
- 7. Cleaning**
- .1 Maintain work area free of accumulated waste and rubbish.
 - .2 Remove and dispose of debris, used and obsolete material on a daily basis.
 - .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contractor work.
 - .4 All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Departmental Representative to dispose of such.
- 8. Cutting, Fitting and Patching**
- .1 Cut, fit and patch where required for work under this Standing Offer Agreement. Make good all disturbed surfaces to original condition.
 - .2 All fire wall penetrations shall be properly sealed using approved fire rated patching material.

**9. Co-ordination and
Protection**

- .1 Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with Department to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
- .2 Movement of office furniture is the Contractor's responsibility.
- .3 Furniture including desks, file cabinets, shelving units, chairs, and cabinets which are moved because of the work requirements will be moved back at the end of each work day.
- .4 Protect existing work from damage.
- .5 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work.
- .6 Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members.
- .7 Replace damaged existing work with material and finish to match original.
- .8 All possible safety precautions are to be taken to ensure the protection of employees, occupants and the general public during the course of the work.
- .9 The Contractor shall coordinate work with all trades in liaison with the Departmental Representative.
- .10 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Departmental Representative.
- .11 Asbestos assessment drawings, where available, are to be referenced before any interior finished surface is disturbed.
- .12 Obtain Departmental Representative's approval prior to isolating any security, monitoring or audible alerting devices.
- .13 In the event the Fire Alarm System has to be isolated due to ongoing work by the Contractor, a trained sentry / rounds person will be employed to carry out the functions of fire watch until such time as the system is restored.
- .14 At no time will the Fire Alarm system be made inoperable by the Contractor without written permission from the Departmental Representative.

- 10. Product Approvals**
- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).
 - .2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
 - .3 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
 - .4 Material Safety Data Sheets (MSDS) to remain on-site at all times.
- 11. Materials and Equipment**
- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
 - .2 Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from an independent testing agency recognized by the provincial Department of Labour.
 - .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.
 - .4 Request direction from Departmental Representative prior to replacing any component whose list price is \$500.00 or more.
 - .5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
 - .6 Deliver, store and maintain materials with manufacturer's seals and labels intact.
 - .7 Store materials in accordance with manufacturer's and supplier's instructions.
 - .8 Do not store materials on-site without Departmental Representative's approval.
 - .9 Public Works and Government Services Canada accepts no responsibility for materials or equipment stored on-site.
 - .10 When an equipment inventory numbering system exists, identify to the appropriate Departmental contact all pertinent data relative to the new piece of equipment upon installation.
 - .11 The Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installation for inclusion in the building inventory file.

- .12 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in right of Canada.

**12. Workforce
Qualifications**

- .1 The Contractor will provide only journeymen personnel with a valid Provincial Department of Labour Licence for applicable trades required for this Standing Offer. PWGSC may at any time during this Standing Offer request to inspect a workperson's certification.
- .2 Licenced tradepersons required for this Standing Offer are :
- .1 1 - journeymen carpenter.
 - .2 1 - journeyman electrician.
 - .3 1 - journeyman plumber.
 - .4 1 - Painter crack fill.
 - .5 1 - Sheet Metal Person.
- .3 The Contractor will provide the Departmental Representative with a list of all qualified trades people working on or in Federal facilities, complete with copies of their journey person license(s). Copies of WHMIS, First Aid, CPR and any other required safety or work related training certificates are to be forwarded to the Departmental Representative. The Contractor is to ensure this list is updated immediately upon change in personnel, and personnel qualifications are to be kept current.
- .4 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities.
- .5 All Contractor's employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.
- .6 The PWGSC Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

**13. Work Done by
Other Means**

- .1 This Standing Offer Agreement does not create an exclusive right of the Contractor to perform all minor carpentry, mechanical and/or electrical work which might be required. The Department reserves the right to have any work done by other means.

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|-------------------------------|-----------|---|
| 14. Workmanship | .1 | All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval. |
| | .2 | All work shall be performed by skilled tradespeople and supervised by a competent supervisor at all times. |
| | .3 | All work deemed unsatisfactory by the Departmental Representative will be redone/replaced at no extra cost to the Department. |
| 15. Site Security | .1 | Site security is the responsibility of the Contractor who shall erect temporary site enclosures, barricades and fencing to prevent unauthorized entry, pilferage and vandalism. |
| | .2 | Any work that may disrupt the operations of the occupying clients will be carried out after normal building operational hours. For all work carried out after normal building operational hours, the Departmental Representative will determine acceptable building security. |
| | .3 | After normal business hours, security at some or all facilities may require the presence of an officer from the Canadian Corps of Commissionaires. |
| | .4 | All security requirements deemed necessary by PWGSC and/or by the facility client will be the responsibility of the Contractor. |
| 16. Security Clearance | .1 | The security clearance level for this Standing Offer Agreement is Enhanced Reliability . |
| 17. Meetings | .1 | Attend meetings at site when notified by Public Works and Government Services Canada. |

- 18. Drawings and Maintenance Manuals**
- .1 Where available, Maintenance Manuals and drawings for new work are to be accessible for viewing by the Departmental Representative when required. Maintenance Manuals and drawings for existing work are available for viewing from the Departmental Representative, when required.
 - .2 Additions, relocation or removal of equipment are to be recorded, dated and initialled by the Contractor or the Departmental Representative on the "as-built" prints where applicable.
 - .3 As-built drawings are to be revised accordingly to indicate any deviations to the originals.
 - .4 The Contractor shall ensure that all new electrical work is recorded in the log "Records of Electrical Work".
- 19. Fastening Devices Explosive Actuated**
- .1 Power activated devices using explosives shall not be used.
- 20. Hot Work**
- .1 All hot work activity is to take place with written permission from the Departmental Representative (Hot Work Permit).
 - .2 The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.
 - .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 30 minutes after activity has ceased.
- 21. Confined Spaces**
- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
 - .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
 - .3 The Contractor to provide and maintain training, as required by the Canada Occupational, Safety and Health Regulations, Part XI.
 - .1 The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Departmental Representative.

- .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
 - .5 The Contractor to have a hazard assessment of the confined space performed.
 - .1 Contractor to provide the Departmental Representative with a copy of the hazard assessment.
- 22. **Fall Arrest**
 - .1 All work carried out above the mandatory height restrictions, as stated in Canada Labour Code, Part II, Section 12.10(1), from an unsafe/unguarded structure and/or scaffolding, will be done in compliance with the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10.
 - .2 The components of a fall protection system shall meet the standards as outlined in the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
 - .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.3.
- 23. **Bidders/Tenderers Qualifications**
 - .1 Prior to Award The successful bidder is to provide:
 - .1 Documentation indicating that the bidder/tenderer has successfully completed a recognized current (within the last 3 yrs.) **EXTERNAL SAFETY AUDIT**. This audit to be performed by an independent company/person approved to conduct safety audits.
 - .2 Certification letter of good standing from Worker's Compensation Board.
 - .3 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Standing Offer Agreement, including sub-contractor.
 - .2 Before Work Begins The successful bidder is to provide documentation:
 - .1 A copy of the company's site-safety plan.
 - .2 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement. Updated list complete with licenses shall be kept on site including personnel changes.
 - .3 All sub-contractors shall adhere to the above qualifications.

24. Safety

- .1 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
- .2 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and Standing Offer Agreement requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
- .3 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .4 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
- .5 Shall ensure that all applicable personal protective equipment (PPE) is used.
- .6 The Property Manager or the Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

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| 1. Journeyperson | .1 | The journeyperson shall: <ul style="list-style-type: none">.1 Conduct and assist in various types of building maintenance as requested by Public Works and Government Services Canada. Maintenance types defined in Section 1 Paragraph 11, Service Definitions..2 Relocate, install, repair or test equipment as requested by the Departmental Representative..3 Produce all certificates and permits upon request of the Departmental Representative..4 Instruct the Departmental Representative on-site of any new operating procedures when installing or modifying new or existing equipment. |
| 2. Structural Work General | .1 | Perform all structural work in accordance with each individual requisition, as shown on the drawings and as directed by the Departmental Representative. |
| | .2 | Wood framing members shall be erected plumb, true and to the dimensions as shown on the drawings. |
| | .3 | Doors and frames shall be set true and plumb. |
| | .4 | All hardware shall be installed to manufacturer's instructions and match existing where possible. |
| | .5 | Gyproc, tape and crack fill in accordance with CSA A82-31. |
| | .6 | Patching and repairs shall match adjacent surfaces, unless otherwise specified. |
| 3. Masonry and Concrete General | .1 | Do masonry work to CAN3-S304, except where specified elsewhere. |
| | .2 | Build masonry plumb, level and true to line, with vertical joints in proper alignment. |
| | .3 | Mix and place concrete in accordance with CSA A23.1. |
| 4. Painting General | .1 | Perform all painting work in accordance with each individual requisition, as shown on the drawings, in the specifications and as directed by the Departmental Representative. |
| | .2 | Perform all painting and other related work to good trade practices, applicable standards and as directed by the Departmental Representative. |

- Northwest Atlantic Gen Mince, Iwp

- .2 The Contractor shall provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee shall be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from date of acceptance of work performed.
- .3 The Contractor will also provide manufacturer's written guarantees on the following products. These guarantees are to be made out to Her Majesty the Queen in Right of Canada.
 - .1 Carpet - 10 year, max. 10% wear
 - .2 Drapes
 - .3 blinds.

**JOB SLIP
MAINTENANCE SERVICES**

Requisition #: _____ **Location of Work:** _____

Date: _____

Description of Work: _____

WORK TIME	
Start Time:	
Completion Time:	
No. of Persons:	
Provincial License #	
Total Hours Worked:	
Material Used:	

Signed By:

Departmental Representative

Contractor (or his/her Designate)

NOTE: Separate job slips is to be used for each day.

Solicitation No. - N° de l'invitation

E0224-133413/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwd004

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Various

PWD-2-35201

APPENDIX 3 - PRICE PROPOSAL FORM**General Maintenance Services - Various Locations, St. John's, NL
Two (2) Year Standing Offer**

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended Amount GST/HST extra (EQ x PU)
1	Section 2 Page 14 Item 10	Labour hours, including travel time and all related expenses				
		A) During Regular Hours 0800 - 1700: Monday through Friday Licensed Tradespersons:				
		Carpentry	per hour	800		
		Paint and Crack Fill	per hour	800		
		Labourer	per hour	500		
		Mechanical	per hour	100		
		Electrical Journeyperson	per hour	100		
		Plumber	per hour	100		
		B) Outside Regular Hours Monday through Sunday, including all day Saturday, Sunday and holidays Licensed Tradespersons:				
		Carpentry	per hour	200		
		Paint and Crack Fill	per hour	200		
		Labourer	per hour	200		
		Mechanical	per hour	50		
		Electrical Journeyperson	per hour	50		
		Plumber	per hour	50		
2	Section 1 Page 4 Item 10	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment and security at net cost, plus a markup of 10%	Allowance			\$50,000.00
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

Note: The Estimated Quantity entered in column five for each item is an estimate only for service as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

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Various

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File No. - N° du dossier

PWD-2-35201

Buyer ID - Id de l'acheteur

pwd004

CCC No./N° CCC - FMS No./N° VME

APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the solicitation in order to enable full and complete evaluation.

1.2 Financial Evaluation

1.2.1 SACC Manual clause M0220T (2007-05-25), Evaluation of Price.

1.2.2 Offers will be evaluated on the basis of the lowest overall Total Extended Amount (HST Extra). Offerors are required to complete all line items in Appendix 3, Price Proposal Form, or the offer may be considered non-responsive.

2. Basis of Selection

2.1 SACC Manual clause M0069T (2007-05-25), Basis of Selection.

Solicitation No. - N° de l'invitation

E0224-I33413/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35201

Buyer ID - Id de l'acheteur

pwd004

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

Various

CCC No./N° CCC - FMS No./N° VME

APPENDIX 5 - SECURITY REQUIREMENTS CHECKLIST
(3 pages, as attached)

Contract Number / Numéro du contrat E0224-133413
Security Classification / Classification de sécurité Unclassified

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

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine PWGSC		2. Branch or Directorate / Direction générale ou Direction AFMS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail General maintenance work at NAFC			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité:		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
10. a) Personal security screening level required / Niveau de contrôle de la sécurité du personnel requis			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COMINT TOP SECRET COMINT TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux:			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? - If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS			
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PRODUCTION			
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)			
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

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SRCL Classification / Niveau de sécurité

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Révisé	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																

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

La description du travail visé par le présent LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

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

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?

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

☒ No
Non ☐ Yes
Oui

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

Security Classification / Classification de sécurité