

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

Proposal To: Public Works and Government  
Services Canada

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

There is a security requirement associated with this document.

<b>Title - Sujet</b> MILLING REQUIREMENTS	
<b>Solicitation No. - N° de l'invitation</b> W3554-136098/A	<b>Date</b> 2013-02-20
<b>Client Reference No. - N° de référence du client</b> W3554-13-6098	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-403-8928	
<b>File No. - N° de dossier</b> HAL-2-69361 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-03-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa	<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902) 496-5166 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FMF CAPE SCOTT, CONTRACTS OFFICE BLDG D-200, ROOM 3311, 3RD FLOOR HALIFAX NOVA SCOTIA B3K 5X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Delivery Required - Livraison exigée</b> SEE HEREIN	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefing

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Bidders Conference
- 2.6 Site Visit - Viewing - Vessel
- 2.7 Work Period - Marine
- 2.8 List of Proposed Subcontractors

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection
- 4.3 Security Requirement

### **PART 5 - CERTIFICATIONS**

- 5.1 Certifications Precedent to Contract Award

### **PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS**

- 6.1 Security requirement
- 6.2 Work Schedule and Reports
- 6.3 Tables of Deliverable Requirements

### **PART 7 - RESULTING CONTRACT CLAUSES**

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security
- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Payment
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws
- 7.10 Priority of Documents
- 7.11 Insurance Requirements
- 7.12 Sub-contract and Sub-contractor List
- 7.13 Work Schedule and Reports
- 7.14 Trade Qualifications

Solicitation No. - N° de l'invitation

W3554-136098/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69361

Buyer ID - Id de l'acheteur

ha1403

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

W3554-13-6098

CCC No./N° CCC - FMS No/ N° VME

---

7.15 ISO 9001:2000 - Quality Management Systems

7.16 Environmental Protection

7.17 SACC Manual Clauses

**LIST OF ANNEXES:**

Annex "A" Statement of Work

Annex "B" Basis of Payment

Annex "C" Insurance Requirements

Annex "D" Financial Bid Presentation Sheet

Annex "E" Security Requirement Check List (SRCL)

Annex "F" Statement of Contractor Requirements (SOCR)

**H.M.C.S. HALIFAX  
MILLING****PART 1 - GENERAL INFORMATION****1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the Statement of Work;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications 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.

**1.2 Summary**

1. The Statement of Work is:
  - (a) to provide for all necessary labour, materials, tools, and equipment to carry out Milling Requirements on HMCS HALIFAX, HMC Dockyard, Halifax, Nova Scotia. In accordance with attached EC 20060016AHFX000 Para 3.4.3 to 3.4.4.
  - (b) to carry out any approved unscheduled work not covered in paragraph a. Above.
2. There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site."
3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1(a), however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).
4. The work period is from contract award to be completed no later than March 31, 2013.

**1.3 Debriefings**

---

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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 2003 Standard Instructions (2012-11-19) - Goods or Services, Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4 Applicable Laws**

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.
2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

### **2.5 Bidders' Conference**

None

### **2.6 Vessel Viewing - ONLY VIEWING**

The vessel will be made available for viewing. Bidders are requested to contact the Requisitioning Authority, Mr. Perry Tizzard (902) 427-3526 to make arrangements to view.

Solicitation No. - N° de l'invitation

W3554-136098/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69361

Buyer ID - Id de l'acheteur

ha1403

CCC No./N° CCC - FMS No/ N° VME

W3554-13-6098

---

## 2.7 Work Period Marine

Work **must** be completed as follows:

March 31, 2013

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

## 2.8 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$500.00

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada request that bidders provide their bid in separate sections as follows:

- Section I: Financial Bid (1 hard copy)
- Section II: Certifications Requirements (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation; and
- (c) include the certifications as a separate section of the bid.

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 06(3) as modified under Part 2, Article 1, only one copy is required.

#### Section 1 - Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I.

#### Section II: Certification Requirements

Bidders must submit the certifications required in accordance with Part 5. If these certifications do not accompany the bid documents at the time of bid submission, they will be requested by the Contracting Authority as detailed in Part 6.

#### 3.1.2 SACC Manual Clauses

C0417T Unscheduled Work and Evaluation Price (2008-05-12)

---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **Evaluation Procedures**

#### **4.1**

Bids will be accessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 5 and 6. Any additional information which supports the bid will be requested as required by the Contracting Authority as detailed in Part 6. Only those bids which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

#### **4.2**

### **Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### **4.3**

### **Public Bid Opening**

NONE

## **PART 5 - CERTIFICATIONS**

#### **5.1**

### **General**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### **5.2**

### **Certifications Precedent to Contract Award**

The certification listed below should be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, 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.

#### **5.2.1 Federal Contractors Program for Employment Equity -**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible

---

contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site

### **5.2.2 Safety Plan - Confined Space Entry and Rescue**

The bidder must submit a Safety Plan for confined space Entry and Rescue.

The Safety Plan must be in accordance with Canadian Labour Code Part 4.

### **5.2.3 Worker's Compensation - Letter of Good Standing**

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.

Before contract award and within 24 hours of written notification by the Contracting authority the successful bidder must submit a certificate or Letter of Good Standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid as non-responsive.

### **5.2.4 Valid Labor Agreement**

If the Bidder has a labour agreement, or other suitable instrument in place with the unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award the successful Bidder must provide evidence of that agreement.

### **5.2.5 ISO 9001:2000 Quality Management Systems**

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2000.

Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Quality Assurance Authority before award of a contract.

### 5.2.6 Environmental Protection

Before contract award and within 24 hours of written notification by the Contracting Authority, the successful Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

### 5.2.7 Insurance Requirements

The Bidder must provide, within five (5) working days of written notification from the Contracting Authority, 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 and will be insured in accordance with the Insurance Requirements specified in Annex "C".

### 5.2.8 Statement of Contractors Requirements.

The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 found at ANNEX G of this requisition when performing all specified work herein. Specific attention is to given to the requirement to adhere to all environmental legislation including but not limited to Material Safety data Sheets, product labeling, placarding of storage bins/containers, and containment of stored hazardous products

## PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

### 6.1 SECURITY

#### 6.1.1 Security Requirement

1. At the date of bid closing, the following conditions must be met:
  - (a) The bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site (s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

#### 6.1.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

##### PWGSC FILE: W3554-136098

There is a security requirement associated with the requirement.

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.

Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT ENTER sites where such information or assets are kept, without an escort.

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, attached at Annex E  
 (b) Industrial Security Manual (Latest Edition) .

## 6.2 Work Schedule and Reports

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must submit to Canada one (1) copy of its preliminary production work schedule.

This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must provide a sample output from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

## 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:

- (a) to provide for all necessary labour, materials, tools, and equipment to carry out milling requirements on HMCS Halifax, HMC Dockyard  
 (b) Carry out any approved unscheduled work

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:  
[Http://sacc-pwgsc.gc.ca/sacc/index-e.jsp](http://sacc-pwgsc.gc.ca/sacc/index-e.jsp)

#### 7.2.1 General Conditions

2010C Supplies - Goods or Services Medium Complexity (2012-11-19), apply to and form part of the Contract.

**7.2.2 Supplemental General Conditions**

1029, Ship Repairs, (2010-08-16), (excluding article 09) apply to and form part of the Contract.

**7.3 SECURITY:****7.3.1 Port Facilities and Government Vessels**

1. Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and out, and wearing of identification badges while within Port facilities or onboard Government vessels is required.

2. The Contracting and Technical Authority reserve the right to direct that Contractor's personnel be security cleared as necessary.

**7.3.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:****PWGSC FILE: W3554-136098**

There is a security requirement associated with the requirement.

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.

Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT ENTER sites where such information or assets are kept, without an escort.

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, attached at Annex E

(b) Industrial Security Manual (Latest Edition) .

**7.4 Term of Contract****7.4.1 Work Period**

1. Work must be completed as follows:

Completion: March 31, 2013

2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

**7.5 Authorities**

---

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Theresa Brow,  
Public Works & Government Services Canada  
Acquisitions, Marine  
1713 Bedford Row,  
Halifax, Nova Scotia B3J 3C9

Tel: (902) 496-5166  
Fax: (902) 496-5016  
Email: Theresa.Brow@pwgc-tpsgc.gc.ca

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 any 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 Technical Authority

The Technical Authority for the contract is:

Department of National Defence  
Fleet Maintenance Facility Cape Scott (FMFCS)  
Building D200, Stn Forces P O Box 99000  
Halifax, Nova Scotia B3K 5X5

The Technical 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 Technical Authority; however, the Technical 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 Contractors Contacts:

Name:  
Tel:  
Fax:  
Cellular  
Email:

## 7.6 Payment

### 7.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in the Basis of Payment in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.6.4 SACC Manual Clauses

C0711C Time Verification (2008-05-12)  
C6000C Limitation of Price (2007-05-25)  
H4500C Lien -Section 427 of the Bank Act (2010-01-11)

## 7.7 7.7 Invoicing Address

7.7.1 The contractor must submit invoices in accordance with the information required in Section 13 of 2030, General Conditions - Higher Complexity - Goods, article 7.6.2 Method of Payment, and article 7.7.3 Invoices Instructions.

### 7.7.2 Invoices

Invoices are to be made out to:

Department of National Defence,  
FMF Cape Scott, Contracts Office,  
Building D-200, Room 3311, STN Forces,  
P.O. Box 99000, Halifax, Nova Scotia, B3K 5X5.

**Attn: Perry Tizzard**

The original invoice is to be forwarded to:

Public Works & Government Services Canada  
Acquisitions Marine  
1713 Bedford Row, P O Box 2247  
Halifax, Nova Scotia B3J 3C9

Attn: Theresa Brow

## 7.8 7.8 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default

## 7.9 7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined by the laws in force in Nova Scotia

## 7.10 7.10 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 1029,, Ship Repairs;
- (c)the General Conditions 2010C, , Supplies - Firm Price;
- (d)Annex "A", Statement of Work ;
- (e)Annex "B", Basis of Payment;
- (f)Annex "C", Insurance Requirements;
- (g) Annex "E", Security Requirement Check List (SRCL)
- (h) Annex "F", Statement Of Contractor Requirements (SOCR);
- (i)the Contractor's bid

### **7.11 Insurance Requirements**

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

The Contractor is responsible to decide 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 will be 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 including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

### **7.12 Sub-contracts and Sub-contractor List**

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

### **7.13 Work Schedule and Reports**

No later than three (3) days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Quality Assurance Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

### **7.14 Trade Qualifications**

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Quality Assurance Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

### **7.15 ISO 9001:2000 - Quality Management Systems**

---

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

### 7.3 Design and development

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

#### **Assistance for Government Quality Assurance (GQA):**

The Contractor must provide the Quality Assurance Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Quality Assurance Authority for evaluation, verification, validation, documentation or release of product.

The Quality Assurance Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Quality Assurance Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Quality Assurance Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Quality Assurance Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Quality Assurance Authority, together with relevant technical data as the Quality Assurance Authority may request.

The Contractor must notify the Quality Assurance Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

### **7.16 Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on Government equipment must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

All waste disposal certificates are to be provided to the QA representative, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

---

### 7.17 Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:

- (a) original to the Contracting Authority;
- (b) one copy to the Technical Authority;
- (c) one copy to the Contractor.

### 7.18 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

### 7.18 SACC Manual Clauses

A0290C	Hazardous Waste - Vessels	(2008-05-12)
A9068C	Site Regulations - Non-DND	(2010-01-11)
A9062C	Canadian Forces Site Regulations	(2010-01-11)
A9055C	Scrap and Waste Material	(2008-05-12)
A0285C	Workers Compensation	(2007-05-25)
A9006C	Defence Contract	(2008-05-12)

---

**ANNEX A**  
**Milling Requirements**

- 1) **REQUIREMENT:** To carry out milling requirements on HMCS HALIFAX, HMC Dockyard. All work to be carried out in accordance with attached E.C 20060016AHFX000 Para 3.4.3 to 3.4.4.
  - 2) **Work Period:** Commence upon contract award, complete NLT 31 Mar, 2013
  - 3) **WORKSITE:** HMCS HALIFAX, HMCS Dockyard
  - 4) **INVOICING INSTRUCTIONS:** Invoices to be forwarded to Perry Tizzard, FMF Cape Scott, Contracts Office, Building D-200, Room 3311, STN Forces, P.O. Box 99000, Halifax, Nova Scotia, B3K 5X5.
  - 5) **REQUISITIONING AUTHORITY:** Perry Tizzard, (902) 427 - 3526
  - 6) **TECHNICAL AUTHORITY/QUALITY ASSURANCE:** Contracts Office, Fleet Maintenance Facility Cape Scott shall appoint the QA Representative.
  - 7) **STATEMENT OF CONTRACTOR REQUIREMENTS:** The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 (Attached) when performing all specified work herein. Specific attention is to given to the requirement to adhere to all environmental legislation including but not limited to Material Safety Data Sheets, product labeling, placarding of storage bins/containers, and containment of stored hazardous products.
  - 8) **WORK CANCELLATION:** Due to the operational nature of the Unit within which this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen ship deployment, and/or any other factors that prevent work from being completed within the specified period.
  - 9) **PHOTOGRAPHY:** Any use of photographic or video recording onboard the vessel is prohibited unless approval is authorized by the Requisitioning Authority and the unit Security Officer.
  - 10) **WORKSITE ACCESS:** The successful bidder shall provide the Requisitioning Authority with a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while on the worksite within H.M.C. Dockyard. The worksite shall be available commencing at 0730 daily.
- NOTE:** FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans.
- 11) **GOVERNMENT SMOKING POLICY:** The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.
  - 12) **USE OF CELLULAR TELEPHONES:** Drivers of vehicles are to refrain from operating cellular telephones while the vehicle is in motion on Department of National Defence property.
  - 13) **SUBLETTING:** Subletting will not be permitted without written consent of the Requisitioning Authority.
  - 14) **NA**

15) NA

16) ADDITIONAL REQUIREMENTS:

16.1) All work must be conducted in accordance with the labour and environmental regulations within the jurisdiction that the work is carried out in. All personnel and equipment must be certified and licensed as required under all local, provincial and federal laws and regulations.

16.2) The contractor shall be required to be available for hours of work stipulated by the Fleet Maintenance Facility Cape Scott, Contracts Office, including hours required outside of normal working hours.

16.3) The contractor shall provide a telephone number where they can be reached at all times.

16.4) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

16.5) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

a. All DND, Federal, Provincial and Municipal regulations;

b. All site safety regulations and procedures; and

c. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

16.6) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations:

16.7) The Bidder must have an account in good standing with the provincial Workers' Compensation Board. The Government of Canada, Department of National Defence nor the Canadian Forces shall be responsible for, nor participate in, the provision of WCB coverage or any other insurance coverage for any contractor, sub-contractor, or employees thereof.

17) Security Requirements: As per SRCL - FMFCS will provide escorts to Contractor personnel while within DND property

**ANNEX 'B:  
BASIS OF PAYMENT**

**B1 Contract Price**

<b>a)</b>	<b>Known Work</b> For work as stated in Part 7 article 7.1, Specified in Annex "A" a FIRM PRICE of:	\$ _____
<b>b)</b>	<b>HST/TVH</b>  Estimated at (15% ) of Line a) only	\$ _____
<b>c)</b>	<b>Total Firm Price/TVH Include (a+b)</b> HST Included [a+b]:  For a FIRM PRICE of/Pour le prix ferme de:	\$ _____ :

**B2 Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada, calculated in the following manner:

"Number of hours (to be negotiated) X \$ \_\_\_\_\_ being the Contractor's firm hourly Charge-out Labour Rate which includes Overhead and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments thereto."

**B2.1** Notwithstanding definitions or useage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of Related Labour Costs identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

**B2.2** Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as Overhead for the purposes of determining the Charge-out Labour Rate set out in clause B2.

**B2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**B3 Overtime**

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the

Solicitation No. - N° de l'invitation

W3554-136098/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69361

Buyer ID - Id de l'acheteur

ha1403

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

W3554-13-6098

CCC No./N° CCC - FMS No/ N° VME

---

overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

## ANNEX "C" INSURANCE REQUIREMENTS

### C1 Ship Repairers' Liability Insurance

1.The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.

2.The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b)Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by DND and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.

(c)Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

(d)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.

(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.

### C2 Commercial General Liability

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 \$10,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability Insurance 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: Canada, as represented by Public Works and Government Services Canada.

(b)Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c)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.

(d)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.

(e)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.

(f)Employees and, if applicable, Volunteers must be included as Additional Insured.

(g)Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(h)Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(i)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.

(j)Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(k)Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

### **C3 Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:

(a) any infringement of intellectual property rights; or

(b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

Solicitation No. - N° de l'invitation

W3554-136098/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69361

Buyer ID - Id de l'acheteur

ha1403

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

W3554-13-6098

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX E - SECURITY REQUIREMENT CHECKLIST**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ**

Attached as a separate document

## ANNEX F

### STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR)

#### 1. Management System Overview

1.1 Fleet Maintenance Facility Cape Scott is dedicated to providing high quality engineering and maintenance services to our customers. Our highly trained, skilled and mobile workforce will achieve this through continuous improvement of all our processes. We have the ability to adapt to the customers needs to ensure fleet readiness in any situation. We are committed to meeting all relevant regulations and legislation and preventing pollution.

1.2 The objectives of the Fleet Maintenance Facility Cape Scott Management System are:

- " Customer satisfaction;
- " Providing a safe workplace; and
- " Protecting the environment.

1.3 The Fleet Maintenance Facility Cape Scott Management System is based upon the following standards:

- " Quality Management System - ISO 9001: 2008
- " Environmental Management System - ISO 14001: 2004
- " DND General Safety Program
- " C-23-VIC-000/AM-001, QA for Safety in Subs

1.4 The Contractor shall be responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 - Quality Management Systems - Requirements. It is not the intent to require that the Contractor be registered to the applicable standard, however, the Contractor's quality management system must address each requirement contained in the standard.

1.5 The Contractor's Quality Management System should include, at a minimum, processes to:

- " identify when work they perform or material they produce does not conform to their/our standards;
- " Ensure that any nonconformance is recorded and is corrected;
- " Maintain a method for analyzing nonconformance data and initiating corrective and preventive action;
- " Ensure all corrective action is recorded and effectively implemented to improve their practices;
- " Control all documentation related to their practices;
- " Continually review and audit their practices to ensure they adhere with accepted standards;
- " Manage and monitor the performance of their sub-contractors;
- " Ensure their management reviews the findings of any evaluation or audit to assist with continuous improvement, including the findings of any evaluation conducted by FMF Cape Scott;
- " Manage employee awareness and competence through certification and training as part of process management.

1.6 Fleet Maintenance Facility Cape Scott reserves the right to verify conformance and compliance with this requirement. This verification may be accomplished by monitoring the provision of services or by having Fleet Maintenance Facility Cape Scott audit the contractor's processes or systems.

## 2. Contractor Requirements - General

- 2.1 The Contractor's personnel, employed in the provision of contracted services, shall be required to attend worksite orientation meetings for the purpose of informing their personnel of health, safety and/or environmental hazards at the work site prior to the commencement of any contracted work, as requested by Fleet Maintenance Facility Cape Scott.
- 2.2 Fleet Maintenance Facility Cape Scott retains the right to stop work temporarily if, in the opinion of Fleet Maintenance Facility Cape Scott, the work is not being performed in accordance with all applicable safety and environmental regulations and legislation or is being performed in a manner that is contrary to the specified requirements. The purpose of the stop work will be resolve any problems identified so to enable work to progress properly.

## 3. Contractor Requirements - Quality

- 3.1 The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and contract requirements. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies thereof and take extracts there from during the performance of the Contract and for a period of three (3) years thereafter.
- 3.2 The Contracting Authority and DND shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit under the circumstances. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the authorized DND representative shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. DND shall inform the Contractor of the motives for any such rejection for non-conformance.
- 3.3 Notwithstanding the foregoing, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or a Quality Management representative.
- 3.4 The Contractor shall not enter into sub-contracts without prior permission of the Fleet Maintenance Facility Cape Scott, Contracts Office. In all cases, where sub-contracting is approved, the Contractor is responsible to verify that the sub-contractor's quality system meets the requirements as established herein.

## 4. Contractor Requirements - Environment

- 4.1 The Contractor shall notify the Fleet Maintenance Facility Cape Scott Contracts Office of all significant environmental aspects associated with contracted work that will be performed within CFB Halifax, prior to commencing work. The Contractor must specify how they intend to control activities, including the use of products and/or materials that could potentially spill, cause contamination, or otherwise have an adverse impact upon the environment.
- 4.2 The Contractor shall ensure that any hazardous materials or products used in the performance of the work are supported at all times with Material Safety Data Sheets at the worksite. The Contractor's staff shall be trained in the Workplace Hazardous Materials Information System (WHMIS).

- 
- 4.3 The Contractor shall ensure that any hazardous materials, products or wastes are not left unattended on worksites, jetties, laydown areas, synchrolift or other areas within CFB Halifax. Any Contractor who requires an exemption to this requirement shall submit requests to the Fleet Maintenance Facility Cape Scott Contracts Office in advance. Such requests must clearly identify the proposed containment used to contain the hazards, any emergency response plans in the event of a spill or damage to the containment system. Containment systems must clearly identify all hazardous materials, products or wastes to be held through the use of appropriate placarding. No requests for exemption will be approved unless all conditions above are met. In addition, Contractors must ensure that containers of paints, solvents or other hazards are properly secured when the product is not in use.
- 4.4 The Contractor shall remove and properly dispose of all such hazardous products and/or materials from the worksite and CFB Halifax upon completion of the work.
- 4.5 The Contractor shall provide copies of any applicable licenses of disposal or certificates of destruction for any hazardous materials and/or substances generated as a result of the work, upon completion of the work and subsequent disposal.
5. Contractor Requirements - Safety
- 5.1 The Contractor, and any approved sub-contractors, shall comply with any legislative requirements and industry standards within the appropriate health and safety jurisdiction and comply with the specified provincial and federal regulatory instruments, as appropriate.
- 5.2 The Contractor shall abide by all applicable Workers' Compensation legislation and coverage for all personnel employed in the provision of contracted services and any approved sub-contracted services.
- 5.3 The Contractor shall be required to provide all appropriate equipment, devices, tools and machinery, including proper Personal Protective Equipment (PPE) for their personnel employed in the provision of contracted services, and will ensure that all provided is maintained in proper working condition; and, is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) as and when required.
- 5.4 The Contractor shall ensure all personnel engaged in the provision of services are properly trained in Confined Space Entry and Man-A-Loft procedures prior to the commencement of any work.
- 5.5 The Contractor is required to develop emergency response instructions for any contracted work that includes high-risk work they will be required to perform on-site. These instructions shall be provided to Fleet Maintenance Facility Cape Scott.
- 5.6 Prior to removal of any substance or material (such as deck coatings, hull finishes, etc.) the contractor shall determine what hazards to health and/or environment might be involved. Prior to work commencement, the costs associated with protecting the environment and personnel from exposure to the hazards must be identified and approved. Fleet Maintenance Facility Cape Scott, Contracts Office, retains the right to terminate and/or re-schedule work dependant on the scope of hazard protection required.



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W3554-136098
Security Classification / Classification de sécurité UNCLASSIFIED

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DND</b>	2. Branch or Directorate / Direction générale ou Direction <b>Fleet Maintenance Facility Cape Scott</b>	
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 To carry out milling requirements as detailed in 20060016AHFX000.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input 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 type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat W3554-136098
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W3554-136098
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

Name (print) - Nom (en lettres moulées) Lewis Thibault	Title - Titre Contract Administration and Management Officer	Signature 
---	---	---------------

Telephone No. - N° de téléphone (902)427-2971	Facsimile No. - N° de télécopieur (902) 427-2885	E-mail address - Adresse courriel lewis.thibault@forces.gc.ca	Date 5 Feb 2013
--	---	--	--------------------

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Dawn Murray SRCL Team Lead	Title - Titre Industrial Security	Signature 
--	--------------------------------------	---------------

Telephone No. - N° de téléphone E-mail: dawn.murray@forces.gc.ca	Facsimile No. - N° de télécopieur Tel: 613 949 4026 / Fax: 613 949 1069	E-mail address - Adresse courriel theresa.brow@pwgsc-tpsgc.gc.ca	Date 7 February 2013
---	--	---	-------------------------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No /  Yes / Non / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Theresa Brow	Title - Titre Supply Specialist	Signature
---	------------------------------------	-----------

Telephone No. - N° de téléphone (902) 496-5166	Facsimile No. - N° de télécopieur (902) 496-5016	E-mail address - Adresse courriel theresa.brow@pwgsc-tpsgc.gc.ca	Date
---	---	---	------

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées) Anna Kulyaka	Title - Titre Contract Security Officer	Signature 
---	--	---------------

Telephone No. - N° de téléphone 613 957 1258	Facsimile No. - N° de télécopieur 613 954 4171	E-mail address - Adresse courriel anna.kulyaka@pwgsc.gc.ca	Date Feb 8, 2013
---	---	---	---------------------