

**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 a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

THERE IS A SECURITY REQUIREMENT ASSOCIATED WITH THIS DOCUMENT.

**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>Title - Sujet</b> RMSO - INSULATION REPAIRS	
<b>Solicitation No. - N° de l'invitation</b> E6HAL-120005/A	<b>Date</b> 2012-07-06
<b>Client Reference No. - N° de référence du client</b> E6HAL-12-0005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-8712
<b>File No. - N° de dossier</b> HAL-2-69105 (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 2012-07-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> SEE HEREIN	
<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>  Departments and/or agencies operating in the province of Nova Scotia	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **SHIPBOARD ELECTRICAL Repairs**

*Regional Master Standing Offer*

*Province of Nova Scotia*

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

#### **1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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

The Annexes include the Requirement, Basis of Payment, Security Requirements Checklist, and Insurance Requirements.

#### **2. Summary**

To provide labour, parts, material and equipment necessary to carry out miscellaneous repairs to insulation and lagging onboard various government vessels located in the Halifax/Dartmouth, Nova Scotia area on an "urgent" and "as and when requested" basis. Period 01 September 2012 to 31 August 2014

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 Nova Scotia, in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

### 3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

### 4. Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) *Manual issued by Public Works and Government Services Canada.*

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

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

M0220T Evaluation of Price	(2007-05-25)
M0019T Firm Price and/or Rates	(2007-05-25)
M1004T Materiel	(2011-05-16)

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offer.

### 3. Enquiries - Request for Standing Offers

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

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

#### 4. Applicable Laws

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

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

### PART 3 - OFFER PREPARATION INSTRUCTIONS

#### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one (1) copy)  
 Section II: Financial Offer (one (1) hard copy)  
 Section III: Certifications (two (2) hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

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

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_  
Master Card \_\_\_\_\_

(b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

#### 1.1 Evaluation of Price

For the purposes of evaluation, the price will be calculated as follows: (Annex B)

A) The unit price will be multiplied by the Estimated Quantity to arrive at the Extended Total for each of the line items.

B) The aggregate of the Extended Total (including the extension period(s) if applicable) determines the Evaluated total.

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### 3. Mandatory Requirements

#### 3.1 Mandatory Requirements at Solicitation Closing :

Failure to meet any of the following mandatory requirements at solicitation closing will render the submission non-compliant and given no further consideration.

1. Compliance with the terms and conditions contained in this document.
2. Provision of pricing as requested.
3. Ability to perform the full scope of the work described and/or provision of pricing for each of the items shown in the Proposed Basis of Payment
4. Proof of experience for Marine Electricians.

#### 3.2 Mandatory Requirements Prior to Standing Offer Issue:

These requirements must be met prior to issue. Failure to meet any of the following mandatory requirements will render your bid non-compliant and given no further consideration. You must meet these requirements within ten (10) days of a request by the Contracting Authority..

- A) Compliance with Security Requirements (SRCL)
- B) Compliance with Certification Requirements (Part 5)

Solicitation No. - N° de l'invitation

E6HAL-120005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal403

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E6HAL-12-0005

HAL-2-69105

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- C) Provision of Evidence that the Offeror is licensed in the Province of Nova Scotia to carry out the work required.



## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

### 1. **Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

#### 1.1 **Certifications Required with the Offer**

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

##### 1.1.1 **Federal Contractors Program - Certification**

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Offeror or the member of the joint venture

( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

( ) is subject to the requirements of the FCP, having a workforce of 100 or more full- time or part-time permanent employees, and/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), in which case a duly signed certificate of commitment is attached;

( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

### 1.1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions for the purposes of this clause,

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

### **1.1.3 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

Offerors must submit the certifications as provided below:

## **1.2 Certifications Precedent to Issuance of Standing Offer**

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

### **1.2.1 Workers' Compensation**

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

Before contract award the successful Bidder must submit a certification or Letter of Good Standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid non-responsive.

### **1.2.2 Insurance**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

### **1.2.3 Valid Labor Agreement**

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

### **1.2.4. Controlled Goods**

1. As the resulting Contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c.D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the GCP are available at: <http://www.cgp.gc.ca>, and registration is carried out as follows:

(a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be

made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

(b) When the bid solicitation does not include controlled goods information or technology but the resulting Contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.

(c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

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

### **6.1 Security Requirements (DND Requirements only)**

#### **6.1.1 Security Requirements Check List .**

**At the RFSO closing date, the following conditions must be met:**

The Contractor/Offer must, at all times during the performance of the Contract/Standing offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.

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).

Before issuance of a standing offer, the following conditions must also be met:

The Contractor's Personnel shall hold valid security clearance to the Reliability Status level at all times during the performance of work against a Call-Up. Upon award, while awaiting final security screening of the successful bidder by PWGSC, FMFCS Contracts Office may arrange for escort in order to meet the requirements set forth in the SRCL. SRCL will be sent to suppliers as a separate document.

The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.

The Contractor shall ensure that all personnel employed during work resulting from any Call-Ups are in possession of Photo Identification on their person at all times while working in the Controlled Site.

**6.1.2 Visitor Clearance Request.** The successful bidder must ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact:

Public Works and Government Services Canada  
CIISD Canadian and International Industrial Security Directorate  
2745 Iris Street, 3rd Floor  
Ottawa, Ontario  
K1A 0S5  
Tel: 613-948-4176

VCR's are required for all personnel accessing Department of National Defence property. Failure to obtain a Visitor Clearance Request could result in the termination of the SOA.

This is required for any Personnel accessing Protected, Confidential Drawings, Specifications, or Materials.

## **6.2. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **7A. STANDING OFFER**

#### **7A1 Offer**

To provide labour, parts, material and equipment necessary to carry out miscellaneous repairs to insulation and lagging onboard various government vessels located in the Halifax/Dartmouth, Nova Scotia area on an "urgent" and "as and when requested" basis.

**7A2 Security 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
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 Annex E;
  - (b) Industrial Security Manual (Latest Edition).

**7A3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

**7A3.1 General Conditions**

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**7A3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis or specify an alternate reporting period) to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

**7A4. Term of Standing Offer****74.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **01 September 2012 TO 31 August 2014**

**7A5. Authorities****7A5.1 Standing Offer Authority**

The Standing Offer Authority is:

Theresa Brow  
Public Works & Government Services Canada  
Halifax, Nova Scotia

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

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

**7A5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

**7A5.3 Offeror's Representative**

Name:  
Telephone:  
Cell:  
Fax  
Email

**7A6. Identified Users**

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

**7A7. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or electronic document.



**7A8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

**7A9. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions DSS 1029, (2010-08-16) Ship Repairs
- e) the general conditions 2030 (2012-03-02) General Conditions High Complexity Goods,
- f) Annex A, Requirement ;
- g) Annex B, Basis of Payment ;
- h) Annex C, Insurance Requirements ;
- i) Annex D, Reporting
- j) Annex E, Security Requirements Checklist;
- k) Annex F, Statement of Contractor Requirements
- l) Annex G, Canadian Coast Guard Safety Annex
- m) the Offeror's offer

**7A10. Certifications****7A10.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**7A11. Applicable Laws**

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

**7A12. Additional Work Other Than Specified**

The Site Authority is only obligated to compensate the supplier for work carried out and specified under the Statement of Work provided. Work carried out by the supplier other than that specified in the Statement of Work may not be compensated for by the Site Authority, unless a written amendment to the Statement of Work has been provided.

**7A13. Hazardous Waste**

Environmental Protection

The contractor will be required to comply to the following Acts and Codes :

1. Canadian Environment Protection Act.

2. Fisheries Protection Act.

3. Canada Labour Code, Canada Occupational Safety and Health Regulations

Contractors and their subcontractors engaged in the removal and disposal of potential pollutants and hazardous material must carry out this work in compliance with the applicable Municipal, Provincial and Federal environmental laws and regulations.

The Contractor will be required to provide detailed procedures and processes for identifying, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance with the above stated laws and regulations. These procedures are to be provided to the Contracting Officer on acceptance of this Offer.

Contractors are advised that only personnel qualified in the removal and disposal of potential pollutants and hazardous material are to be employed for this work.

The contractor shall provide the Inspection Authority with copies of all disposal certificates. The certification shall be in such detail that trace ability is confirmed. CO-mingling of Pollutants and Hazardous Materials with substances from other sources will not be permitted.

### Environmental Protection

Contractors and their sub-contractors engaged in work under any contract awarded as a result of this Standing Offer must carry out the work in compliance with all applicable municipal, provincial and federal environmental protection laws and regulations and the Canadian Fisheries Protection Act. Each Contractor is responsible for ensuring that all its subcontractors carry out the work in this manner.

### Sub-Contracting

Will you be using sub-contractors in the performance of the work detailed herein?

Yes \_\_\_\_\_ No \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## 7A14. 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 - Confined Spaces*. The documents referenced in the Safety Plan must be made available when requested by Public Works and Government Services Canada or Department of National Defence.

## 7A15 SACC MANUAL CLAUSES

A0290D 08-05-12	Hazardous Waste - Vessels
D3015C 07-11-30	Dangerous Goods/Hazardous Products
A9039C 08-05-12	Salvage
B1501C 06-06-16	Electrical Equipment
A9068C 10-01-11	Site Regulations

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A1009C 08-05-12

Work Site Access

**7B. RESULTING CONTRACT CLAUSES**

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

**7B1. Requirement**

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

**7B2. Standard Clauses and Conditions****7B.2.1 General Conditions**

2030 (2012-03-02), General Conditions - High Complexity Goods apply to and form part of the Contract.

**7B.2.2 Supplemental General Conditions**

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

**7B3. Term of Contract****7B3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

**7B4. Payment****7B.4.1 Basis of Payment**

Payment will be made in accordance with Appendix "B"

**7B4.3 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

**7B5. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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ANNEX "A"  
REQUIREMENT

To provide labour, parts, material and equipment necessary to carry out miscellaneous repairs to insulation and lagging onboard various government vessels located in the Halifax/Dartmouth, Nova Scotia area on an "urgent" and "as and when requested" basis. Period 01 September 2012 to 31 August 2014.

The Contractor will be responsible to ensure that all work is carried out in accordance with DND Statement of Contractor Requirements (SOCR) and DFO / CCG Safety Annex for those items that are pertinent to the contractor's operation.

All work is to be performed in accordance with the specifications assigned to each specific call-up as directed by the Fleet Maintenance Facility Cape Scott (FMFCS) Contracts Office / Canadian Coast Guard on an as and when requested basis during the period of the Standing Offer.

### Annex "B" Basis of Payment

All prices are to be quoted FOB Destination, including all delivery and shipping charges to the destination specified on the call-up document. Chargeable hours towards a call-up commence upon arrival at clients site by Contractor's personnel. Pricing shall also including delivery or any rental equipment to the specified site and removal upon completion of the call-up period.

**Year 1 - 01 September 2012 to 31 August 2013**

**Year 2 - 01 September 2013 to 31 August 2014**

	DESCRIPTION	EST QTY	UOI	UNIT PRICE YEAR 1	UNIT PRICE YEAR 2
1	Direct Labour, including overhead and profit used exclusively in the work shall be charged at the Fixed Hourly Rate of::	1000	hrs	\$ (A)	\$ (B)
2	Overtime, labour, if necessary, and where authorized by the Inspection Authority at the Fixed Hourly Rate of:				
	Time and One Half	500	hrs	\$ (C)	\$ (D)
	Double time	100	hr	\$ (E)	\$ (F)

**Evaluation Total: = [1000 x (a+b)] + [500 x (c+d)] +[100 x (e+f)] ]**

\$ \_\_\_\_\_ HST/GST extra.

- 4 Material (except free issue) will be charged at cost including mark-up of 10%.
- 5 Subcontracts, where authorized, will be charged at cost with no mark-up
- 6 Replacement parts (except free issue) will be charged at list price less discount of \_\_\_\_%.

#### 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 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.

#### TRAVEL AND LIVING EXPENSES

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Travel and living, (including bridge tokens) will only be compensated if the contractor's personnel are required to travel outside the HRM area to perform a tasking. The contractor will be paid for travel and living expenses, in accordance with Travel Directive, <http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>, incurred by his personnel when away from the client's facilities in proper performance of work at cost without any allowance thereon for overhead or profit as certified by Inspection Authority. Receipts may not be required at the discretion of the authorizing officer.

## ANNEX 'C'

### INSURANCE REQUIREMENTS

#### C1. Ship Repairer's 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 the Department of Fisheries and Oceans 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 endeavour 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.
  - (f) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:  
 Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice  
 234 Wellington Street, East Tower



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Ottawa, Ontario K1A 0H8

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

## **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) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) Non-owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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the proposed settlement amount and the amount finally awarded or paid to the plaintiffs  
(inclusive of costs and interest) on behalf of Canada.

**C3. Limitation of Liability**

1. Notwithstanding any other clause in the Contract but subject to the remaining provisions of this clause, the Contractor's total cumulative liability to Canada for all losses or damage suffered by Canada as a result of all breaches of the Contractor's obligations under the Contract or the faulty carrying out of the Contract (including any such liability in tort, negligence or any other cause of action) shall be limited to \$10,000,000.00.
2. The foregoing limitation shall not apply:
  - (a) to any breach of the repair or replacement or rework warranty obligations of the Contract;
  - (b) to any breach of intellectual property rights that results in Canada losing in whole or in part the enjoyment of anything delivered under the Contract; or
  - (c) to any liability of Canada to a third party.



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**ANNEX E**  
**SECURITY REQUIREMENTS CHECKLIST**

Attached as a separate document.

**ANNEX F**  
**STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR) Rev 9**

**F1. 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.

## F2. 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.

## F3. 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.

## F4. 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).



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- 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.
- F5. 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, devises, 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.
- 5.7 **Visitors clearance request (VCR) DND Requirements**

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The successful bidder is to ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact PWGSC CIISD Canadian and International Industrial Security Directorate , 745 Iris Street, 3rd Floor , Ottawa,Ontario , KIA OS5 613-948-4176. VCR's are required for all personnel accessing Department of National Defence property. Failure to initiate a Visitor Clearance Request upon award could result in the termination of the agreement.

**ANNEX G**  
**Canadian Coast Guard Fleet**  
**Safety, Security, Quality, and Environmental**  
**Requirements and Expectations for Contractors.**

**1. Application:**

This document is provided to outline the general requirements and expectations of contractors working onboard Canadian Coast Guard ships and stations that are under the care, custody and control of the CCG.

These arrangements shall be formalized and documented in writing to impart knowledge, comprehension, acknowledgement and compliance with the requirements stated in the **Guide on the Safety Responsibilities of DFO in Relation to Contractual Agreements, Partnering & Volunteers** and **CCG Fleet Safety and Security Manual (FSSM)**.

**2. Objective:**

To ensure compliance with all applicable federal and provincial laws concerning health and safety of employees; in particular *Part II of the Canada Labour Code*, and relevant regulations (*Canadian Occupational Health and Safety (COHS)* and *Maritime Occupational Health and Safety (MOHS)*).

CCG has implemented a Fleet Safety and Security Manual (FSSM) that provides guidance and takes every measure possible; to reduce risks, prevent accidents, near misses, and any incident that would potentially result in injury, loss of life, damage to property or the environmental, thereby ensuring CCG due diligence and compliance with these requirements.

**3. Definitions:**

**Workplace under the control of the CCG:**

When CCG employees are actively working on the site, the entire workplace is then considered to be the CCG's responsibility under *Part II of the Canada Labour Code*. The CCG's obligations in relation to the safety of the workplace under its control still apply when work is being performed by contractors and/or subcontractors. As a result, the activities of every contractor and subcontractor must not endanger the health and safety of CCG employees or the security of the vessel.

When the vessel is under the control of CCG, the CCG must ensure that contractors and subcontractors follow OHS procedures that are at a minimum equivalent to those described in the FSSM.

**Workplace NOT under the control of CCG:**

When the Contractor has custody and control of the vessel and CCG employees are only doing quality assurance (QA) work related to the contract, the worksite (vessel) is NOT considered a workplace under the control of the CCG for the purpose of the Canada Labour Code Part II.

#### 4. Responsibilities:

##### **Commanding Officer or the Competent Person Designated Responsible:**

- is responsible, when the workplace is under the control of CCG, to disclose all pertinent information regarding known or foreseeable hazards at the worksite, to ensure all persons are aware of the CCG's responsibilities and to safeguard the health, safety and security, of all persons and the environment in accordance with applicable laws; and
- When the workplace is NOT of the control of the CCG, the Commanding Officer or the Competent Person Designated Responsible should be satisfied that the contractor has acceptable processes in place to prevent accidents and to reduce the risk of damage to the ship. If applicable, prior to contract start, the Contractor shall provide the CCG with documentation indicating processes for care and custody of the vessel or station, the protection of equipment, and the conduct of hazardous activities) e.g. burning and welding, confined space entry etc).

##### **Contractors:**

##### **When work is completed aboard a CCG vessel under CCG control:**

- shall ensure that they disclose any pertinent information, agree to follow all applicable laws, and comply with the requirements of the FSSM; and in particular
- that Contractor's employees and/or subcontractors engaged in general housekeeping, maintenance and/or repair activities must not commence work until they have received the familiarization contained in Annex B and completed a pre-job safety assessment (PJSA).

##### **When work is complete at a station under CCG control:**

- Contractor's employees and/or subcontractors engaged in general housekeeping, maintenance and/or repair activities must not commence work until they have received the familiarization contained in Annex B.

##### **All persons including Contractors:**

- have the responsibility to take all reasonable and necessary precautions including stopping the action immediately to ensure the health, safety, security of any person or damage to vessel or the environment.
- Must report any injury or infraction immediately to their supervisor (Note: the CCG and the Contractor must disclose immediately to each other any such report or infraction); and
- have a responsibility to communicate any potential hazards to their own safety, the safety of others and to the safety of the vessel as they arise.



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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization /  
Ministère ou organisme gouvernemental d'origine **DND**

2. Branch or Directorate / Direction générale ou Direction  
**Fleet Maintenance Facility Cape Scott**

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 Provide labour, parts, materials and equipment to carry out routine repairs to deck coverings, including vinyl, asbestos, ceramic tiles, quarry tiles, quartzite, ceramite, dex-o-tex, neo-tex and various seamless floor coverings on and for Government Vessels in the Halifax/Dartmouth area.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées? ☒ No ☐ Yes  
Non 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? ☒ No ☐ Yes  
Non 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? ☒ No ☐ Yes  
(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)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access  
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. ☐ No ☒ Yes  
Non 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? ☒ No ☐ Yes  
Non 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 ☐ NATO / OTAN ☐ Foreign / Étranger ☐

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"/>	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: 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"/>



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**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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 ☒ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☒ Yes  
Non 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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 ☐ Yes  
Non Oui



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	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens 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"/>	<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"/>	<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"/>	<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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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**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  
Contracts 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  
12 June 2012

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

Name (print) - Nom (en lettres moulées)  
Tippy Graham - CP MR  
Senior Security Analyst

Signature

Telephone No. - N° de téléphone  
Tel: 613-948-1035 / Fax: 613-948-1069  
E-mail: tippy.graham@forces.gc.ca

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date  
19 June 2012

**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  
Non

☒ Yes  
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  
6 July 2012

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

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date