

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> REFRIGERATION SERVICES	
<b>Solicitation No. - N° de l'invitation</b> W7719-125081/A	<b>Date</b> 2012-08-02
<b>Client Reference No. - N° de référence du client</b> W7719-125081	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-016-5983
<b>File No. - N° de dossier</b> TOR-1-34017 (016)	<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 2012-08-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> Specified herein - Précisé dans le:	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Yari, Helen	<b>Buyer Id - Id de l'acheteur</b> tor016
<b>Telephone No. - N° de téléphone</b> (905)615-2081 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEFENCE R&D CANADA - TORONTO 1133 SHEPPARD AVE W, TORONTO Ontario M3K 2C9 Canada	
<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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## 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, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Security 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 Statement of Work, the Basis of Payment, Health & Safety Requirements, Periodic Usage Report Form, Project Management Forms, Insurance Requirements, Security Requirement Check List and Price Evaluation form.

### 2. Summary of Requirement

(i) This requirement is for the provision of refrigeration services in accordance with Annex A, Statement of Work, attached herein, for Defence Research & Development Canada (DRDC), located at 1133 Sheppard Ave., West, Toronto, Ontario.

(ii) This procurement contains MANDATORY requirements as specified in Part 4. There are Health & Safety requirements specified in Part 5 "Certifications" which are one of the conditions precedent to issuance of the Standing Offer. The resulting Standing Offer is not to be used when multiple trades standing offers or contracts are required to complete the project.

(iii) The General Contractor Supply Arrangement must be used in place of this Standing Offer when multiple trades are required to complete the project. The Standing Offer holder may subcontract up to

10% of the value of the project construction estimate or call-up amount (not to exceed \$1,000.00 without taxes) for work by one other skilled trade.

(iv) There is no minimum call-up value.

(v) The proposed period of the Standing Offer is 1 year from date of standing offer (tentative start date 1 September 2012), with the right to request an extension for an additional 1 year.

(vi) It is anticipated that one standing offer will result from this request.

(vii) pursuant to section 01 of Standard Instructions 2006 and 2007, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing

(viii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

(ix) The requirement is limited to Canadian goods and/or services.

### 3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on August 16, 2012 at 10:00am at DRDC Toronto 1133 Sheppard Avenue West, Toronto Ontario M3K 2C9. **Bidders must communicate with the Contracting Authority no later than one (1) day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend.** Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 4. 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.

### 5. 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

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

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 (2012-07-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

## **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 Offers.

## **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 Ontario.

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.

## **5. Compliance with Applicable Laws**

1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2) For the purpose of validating the certification in paragraph 1) above, an Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.

3) Failure to comply with the requirements of paragraph 2) above shall result in disqualification of the offer.

## **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 (3 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<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 8.5 x 11 inch (216 mm x 279 mm) 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 the Annex B, Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

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

## 1.1. Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

Any offer which fails to meet the following mandatory criteria will be deemed non-responsive and will receive no further consideration.

1.	The proposed Licenced Refrigeration Service Mechanic(s) must have 5 years recent experience. To show 5 years recent experience, the Offeror must provide the following for each proposed Licenced Refrigeration Mechanic: - resume; - copy of a valid Refrigeration Mechanic licence; and - valid Ozone Depletion Prevention (ODP) card.
2.	The Offeror must provide 2 references that demonstrate that they have had other contracts similar in nature to this requirement. The references will be contacted and rated. If, after three attempts have been made and the contact person cannot be reached, a score of 0 points will be given for that reference.  References: The Offeror must include the following information for references:  i) Name and location of organization for whom work was done;  ii) Name and telephone number of an individual that may be contacted in regard to your firm's performance.
3.	The Offeror must attend a mandatory site visit.

### 1.1.2 Point Rated Criteria

The two mandatory references will be contacted regarding the following:

- i) the Offeror's work experience; max. of 10 points for each of the two references
- ii) the Offeror's overall performance; max of 10 points for each of the two references

Total Maximum Points: 40 points

Required Minimum Points: 30 points

## 1.2. Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

- a) Offers must be submitted on the Basis of Payment form located in Annex B. A price must be provided for every item and pricing period in the Basis of Payment. Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor
- b) Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment form, or any condition or qualification placed upon the offer.

### 1.2.2 Evaluation of Price



The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1.2.3** The evaluated price will be the aggregate price of the total estimated expenditure for the firm and the extension period. Extended prices will be calculated by multiplying the estimated usage values by the Offeror's corresponding unit price, proposed on Annex B, Basis of Payment for the firm and the extension year of the standing offer. See "Annex G, Price Evaluation" for the calculation of evaluated price.

## **2. Basis of Selection - Minimum Point Rating**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **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. Code of Conduct Certifications - Consent to a Criminal Record Verification**

- 1.1** Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.  
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>)

### **2. Certifications Precedent to Issuance of a 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 requirement within that time period will render the offer non-responsive.

## 2.1 Bidder's Procurement Business Number (PBN)

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 2.2 Canadian Content

SACC Manual clause A3050T 2010-01-11 Canadian Content Definition

### 2.2.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

- ( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult ANNEX 3.6.(9), Example 2, of the Supply Manual.

## 2.3 Federal Contractors Program - \$200,000 or more

1. 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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 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.

2. If the Bidder 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 Bidder 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.
3. 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 from HRSDC (having not bid on requirements of \$200,000 or more), in which signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

number  
case a duly

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

## 2.4 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.

#### 2.5 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 2.6 Documents Required:

1.6.1 Proof of insurance coverage which meets or exceeds the coverage stated in Part 6.

1.6.2 Copy of company's most recent, signed Health and Safety General Plan

1.6.3 A copy of company's WSIB Clearance Certificate

1.6.4 A copy of all applicable trades certificates as detailed in the specification. (e.g. Certificate of Qualification for each tradesman and proof of registration in the Apprenticeship program for all apprentices, Halocarbon Certificate, Fall arrest, Confined Space etc.)

## PART 6 - SECURITY AND INSURANCE REQUIREMENTS

### 1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, 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.

### 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 F

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

### A. STANDING OFFER

#### 1. Summary of Requirement

The Offeror will provide, on an as and when requested basis, skilled licensed labour, tools, equipment, supervision, and will supply and install all material required for the Work as detailed in Annex A, entitled "Statement of Work", for Defence Research and Development Canada (DRDC), located at 1133 Sheppard Ave., West, Toronto, Ontario. The Standing Offer may not be used for medium to high risk construction projects without approval as detailed in article 14 (herein) entitled "Additional Approval Required for Medium to High Risk Requirements". This Standing Offer is not to be used when multiple trades standing offers or contracts are required to complete the project. The General Contractor Supply Arrangement must be used in place of this Standing Offer when multiple trades are required to complete the project. The Standing Offer holder may subcontract up to 10% of the value of the project construction estimate or call-up amount (not to exceed \$1,000.00 without taxes) for work by one other skilled trade.

## **2. Security Requirement**

### **2.1 Security Requirement for Canadian Supplier:**

1. The Contractor must, at all times during the performance of the Contract, 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 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 personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites 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 must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex G;
  - (b) Industrial Security Manual (Latest Edition).

### **2.2 Security Escorts**

Canada will not provide a security escort or pay for a security escort for Work in any locations other than Correctional Institutions. The Offeror may use their own security cleared personnel or they may hire a commissionaire, with the appropriate security clearance, to escort the Contractor's personnel that do not have the required security clearance.

### **2.3 Costs Related To Obtaining Security Clearance**

The Offeror will not be reimbursed for any costs, damages or losses associated with obtaining or complying with the security requirements as stated herein.

## **3. Standard Clauses and Conditions**

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

### **3.1 General Conditions**

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **4. Standing Offer 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 D. 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 to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: 1 September to 30 November;

2nd quarter: 1 December to 28 February;

3rd quarter: 1 March to 31 May;

4th quarter: 1 June to 31 August.

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

#### **5. Term of Standing Offer**

##### **5.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to 31 August 2013 (tentative) inclusive.

##### **5.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, from 1 September 2013 to 31 August 2014 (tentative) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6. Authorities**

##### **6.1 Standing Offer Authority**

The Standing Offer Authority is:

Helen Yari  
Public Works and Government Services Canada  
Ontario Region - Acquisition  
33 City Centre Drive Suite 480C  
Mississauga, Ontario L5B 2N5  
Telephone: (905) 615-2061  
Facsimile: (905) 615-2060  
E-mail address: helen.yari@pwgsc.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.

## 6.2 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.

## 6.3 Offeror's Representative (To be completed by Offeror).

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Emergency 24 hours Telephone No.: \_\_\_\_\_

## 7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is DRDC, Toronto, Ontario.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*, or electronic version.

## 9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 10. Limitation of Call-ups

Individual call-ups including all amendments and Harmonized Sales Tax must not exceed \$40,000.00.

## 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services;



- 
- d) Contract Documents Applicable to Call-ups issued against the Standing Offer listed in article 2 in Part 7 B;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Health & Safety Requirements;
- h) Annex D, Periodic Usage Report Form;
- i) Annex E, Project Management Forms;
- j) Annex F, Insurance Requirement;
- k) Annex G, Security Requirement Check List;
- l) the Offeror's offer dated \_\_\_\_\_, \_\_\_\_\_ as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_.

\* "Articles of Agreement" means the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document.

## 12. Certifications

### 12.1 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.

### 13. SACC Manual Clauses

The following SACC Manual Clauses are incorporated by reference;

M3800C	Estimates	(2006-08-15);
A9062C	Canadian Forces Site Regulations	(2010-01-11);
A9068C	Government Site Regulations	(2010-01-11).
A0285C	Worker's Compensation	(2007-05-25)

### 14. 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 Ontario.

### 15. Additional Approval Required for Medium to High Risk Requirements

When the call-up includes Work which increases the risk to the Contractor, Canada or third parties, the Contractor must provide the Project Authority and affected personnel a site specific Health and Safety Plan. The Project Authority must complete the Project Health and Safety Risk Assessment Form included in Annex C and Appendix B.

### 16. Inspection of Contractors Work and Safety Procedure

The Project Authority must inspect the Contractor's Work throughout the duration of the project for compliance with the call-up and the safety procedures in the Contractor's safety plan.

### 17. Documentation required on Project Files

The Standing Offer Authority may randomly review the project files that have been completed using this Standing Offer. If the appropriate documents are not included in the project file the Standing Offer Authority may revoke its delegated authority for the Project Authority to use this Standing Offer. The Project Authority must keep on the project file the following information:

- Original Call up with scope of work;
- Contractor's estimate of value of the Call up, with cost breakdown in accordance with Basis of Payment;
- Minutes from precommencement meeting between the Project Authority and the Contractor;
- Contractor's Site Specific Safety Plan;
- Log of Daily Inspections of Work;
- Deficiency Reports;
- Final Inspection Report;
- Amendments to scope of work and call-up; and
- All documents related to claims for additional payments, requested by the Contractor.

## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

## **2. Contract Documents Applicable to Call-ups issued against the Standing Offer**

### **2.1 The following are the contract documents:**

- |   |                      |
|---|----------------------|
| (a) Contract Page when signed by Canada;                    |                      |
| (b) Annex A Statement of Work                               |                      |
| (c) Annex B Basis of Payment                                |                      |
| (d) Annex C Health and Safety Requirements                  |                      |
| (e) Annex D Periodic Usage Report Form                      |                      |
| (f) Annex E Project Management Forms                        |                      |
| (g) Annex F Insurance Requirements                          |                      |
| (h) Annex G Security Requirement Check List                 |                      |
| (i) Drawings and Specifications;                            |                      |
| (j) General Conditions and clauses                          |                      |
| GC1 General Provisions                                      | R2810D (2011-07-16); |
| GC2 Administration of the Contract                          | R2820D (2011-07-16); |
| GC3 Execution and Control of the Work                       | R2830D (2010-01-11); |
| GC4 Protective Measures                                     | R2840D (2008-05-12); |
| GC5 Terms of Payment  | R2550D (2010-01-11); |
| GC6 Delays and Changes in the Work                          | R2860D (2012-07-16); |
| GC7 Default, Suspension or Termination of Contract          | R2870D (2008-05-12); |
| GC8 Dispute Resolution                                      | R2884D (2008-05-12)  |
| GC9 Insurance   | R2590D (2011-07-16); |
| Fair Wages and Hours of Labour - Labour Conditions          | R2940D (2012-07-16); |
| Allowable Costs for Contract Changes Under GC6.4.1          | R2950D (2007-05-25); |
| Schedules of Wage Rates for Federal Construction Contracts; |                      |

- (k) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (l) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (m) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

- 2.2 The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>
- 2.3 Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 2.4 The language of the contract documents is the language of the Bid Form submitted.

### 3. Limitation of Liability

GC1.6 of R2810D is deleted and replaced with the following:

#### GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
  - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the

Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer. The Offeror must provide on-site response to urgent call-ups within 3 hours from receipt of the call-up. The Offeror must provide on-site response to all other call-ups within 3 working days of receipt of the call-up unless otherwise stated on the call-up document.

#### **5. Payment**

##### **5.1 Basis of Payment**

Payment will only be made in accordance with the Basis of Payment located in Annex B. Except for disbursements pre-authorized by the Project Authority, Canada will not pay any charges or fees or any costs which are not specified in Annex B. Canada will consider invoices from a subcontractor as a disbursement. No mark-up by the prime contractor, will be paid on disbursements.

##### **5.2 Limitation of Price**

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 Project Authority before their incorporation into the Work.

##### **5.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

#### **6. Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts and vouchers for all direct expenses;
- (c) cost breakdown for any labour, machine time or use of special equipment; and
- (d) copy of the original invoice received from subcontractor (if considered), which must show cost breakdown for any labour, material, equipment etc.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **7. Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within thirty (30) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **8. Performance Evaluation**

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

2) An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

## ANNEX A

### STATEMENT OF WORK

#### PART 1-GENERAL

##### 1.1 Description of Work

- 1.1.1 Work under this standing offer covers the provision of all necessary supervision, labour, materials, tools, equipment and transportation to carry out refrigeration service projects involving the maintenance, repair, and upgrade for research chillers including but not limited to the Climatic Suites, Tropical Chamber, Hot & Cold Chambers # 3 and # 4; and the research chiller for DRF; and the chiller for the Swimming Flume. Refrigeration services include the provision of a licenced Refrigeration Service Mechanic, qualified and experienced in the maintenance of MYCOM R22 and R23 Screw Compressors providing room temperatures down to -50 degrees Celsius. Service is required on an "as and when requested basis" for a four year period. The specified DRDC Toronto facilities are all rated for human experimentation.

All Work shall be performed by fully qualified trade persons. All Work shall be subject to the Site Authority's inspection, approval and acceptance. Licences must be provided upon request.

- 1.1.2 The Contractor must also provide twenty-four hour emergency service with a three (3) hour response time or less to the Work site upon call-up for emergencies. An emergency refers to a situation where the unforeseen failure or malfunction of equipment or systems could result in imminent danger to life, health, environment or property (including the compromise of human subjects and experimental data) if not promptly repaired.

*Non-emergency work shall be provided within 3 days from date of call-up.*

- 1.1.3 All Work must be initiated on an "as requested" demand basis authorized through a call-up by the Site Authority or representative thereof.
- 1.1.4 Upon contract award, the contractor must document the mechanical systems associated with applicable research facilities with particular attention to changes since installation. The contractor must maintain document and drawing currency throughout the duration of the contract.

##### 1.2 Site of Work

- 1.2.1 Work must be required at the following Department of National Defence (DND) site:  
DRDC Toronto, 1133 Sheppard Avenue West, P.O. Box 2000, Toronto, Ontario M3M 3B9

##### 1.3 Work Excluded

- 1.3.1 The work under this contract is restricted to Research & Development facilities only. Common plant mechanical, electrical and plumbing equipment and systems are excluded from this contract.

#### PART 2- PRODUCTS

##### 2.1 Materials

- 2.1.1 All materials and equipment used or installed under this RISO must be new and no less than equal to existing in design and quality.
- 2.1.2 Electrical and mechanical equipment must meet the relevant standards of CSA and ULC as applicable.

- 2.1.3 If, in an emergency, the Contractor installs parts other than those specified, the Contractor must replace them with the specified parts before claiming payment. No claim for other than specified parts must be made.

## **PART 3- METHOD OF WORK**

### **3.1 Working Hours**

- 3.1.1 Work under this Standing Offer must be executed within regular DRDC Toronto work hours (i.e., 7 am. to 4 p.m., Monday through Friday), with the exception of authorized emergency work which must be attended to within three (3) hours of notification. Where the Contractor voluntarily elects to work outside these specified hours, the contractor must first obtain the approval of the Site Authority or representative thereof, and the consent of any occupants or users (as may be appropriate). The Contractor must conduct all work in a manner that causes a minimum of inconvenience to such occupants and/or users, or interruption to Centre operations.

### **3.2 Interpretation of Drawing**

- 3.2.1 The Contractor must physically check all relevant dimensions shown on drawings or sketches with on-site measurements before proceeding with the work.
- 3.2.2 The layout of plant and equipment as shown on drawings must be taken as diagrammatic only and all measurements and other information required to carry out the work must be physically obtained by the Contractor on the work site. The Contractor will not be entitled to any extra cost resulting from the failure to obtain measurements and other relevant information on the work site.

### **3.3 Existing Services**

- 3.3.1 The Contractor must notify the Site Authority or representative thereof, to obtain permission prior to the connection, disconnection, interference or other modification required with or to existing Site services. Any interruptions caused by the connection, disconnection, interference or other modification must be made with the least possible disruption to building occupants and operations.
- 3.3.2 The Contractor must exercise extreme care when excavating so that no damage occurs to underground installations and services. The Contractor must, before work commences, liaise with the Site Authority or representative thereof, regarding the location of existing services. It is however, the responsibility of the Contractor to contact relevant authorities (e.g., gas, hydro, telephone) to locate services. The Contractor must provide a copy of the clearance and obtain permission from the Site Authority or representative thereof, prior to starting any excavations.
- 3.3.3 The Contractor must immediately notify the Site Authority or representative thereof in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewage, telephone, fire alarm, control cable or other services in the area. The Contractor must render any assistance required in connection with any such incident, but otherwise work in that vicinity must be stopped immediately and not be restarted until instructed by the Site Authority or representative thereof.
- 3.3.4 Where the service is indicated on the drawings and/or in the specifications, Scope of Work, or is evident on the Site or has been pointed out by the Site Authority or representative thereof, or other utility authority, the Contractor will be liable for the cost of any necessary repairs.
- 3.3.5 Where the Contractor encounters any services, details of which are not given on the drawings and/or in the specifications, and which are not evident on the Work site as a result of Locator Services, and has carried out operations with reasonable care and caution, the cost of reinstatement, diversion or other associated Work will be paid to the Contractor as an extra to the Standing Offer. The Contractor will be responsible to advise and provide a cost estimate in writing to the Site Authority or representative thereof, and the Contractor must obtain

concurrence in writing from the Site Authority or representative thereof, before proceeding with any reinstatement, diversion or other associated Work.

### **3.4 Examination of Work**

- 3.4.1 If, at any time after the commencement of the Work but prior to the expiry of the Warranty or Guarantee period, the Site Authority or representative thereof, has reason to believe that the Work or any part thereof has not been performed in accordance with the Standing Offer, the Site Authority or representative thereof, may have that Work examined by an expert of choice.
- 3.4.2 If, as a result of an expert examination of the Work referred to in Para 3.5.1, it is established that the Work was not performed in accordance with the Standing Offer, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the Standing Offer, either at law or in equity, the Contractor will pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that expert examination performed.

### **3.5 Cooperation with Other Contractors' or Workers**

- 3.5.1 Where, in the opinion of the Site Authority or representative thereof, it is necessary that other Contractors or Workers be sent onto the Work site, the Contractor must, at the discretion of and to the satisfaction of the Site Authority or representative thereof, allow them access and cooperate with them in the carrying out of their duties and obligations.

### **3.6 Unsuitable Workers**

- 3.6.1 The Contractor must, upon the verbal request of the Site Authority or representative thereof, immediately remove any person employed by the Contractor for purposes of the Standing Offer, who, in the opinion of the Site Authority, is unqualified, incompetent or has conducted him/herself improperly in any manner (noting DND has a zero tolerance harassment policy). The Contractor will not permit a person who has been removed to return to any DND Work site.

### **3.7 Contractor's Competence**

- 3.7.1 All work must be carried out in a neat and competent manner by certified and fully qualified tradespersons and/or helpers or apprentices supervised on the Work site by certified and fully qualified tradespersons, using suitable good quality materials and equipment that are acceptable to the Site Authority or representative thereof.
- 3.7.2 Province of Ontario trades certification and licenses must be valid at all times. All Refrigeration Mechanics must have a valid Ozone Depletion Prevention (ODP) card. The contractors must maintain a copy of this information on file and will allow the DRDC Toronto Site Authority to inspect these files on an as requested basis.
- 3.7.3 All Work will be subject to the Site Authority's inspection, approval and acceptance.

### **3.8 Test and Inspections**

- 3.8.1 The Contractor must arrange for all tests and inspections required by relevant laws and regulations to be carried out at the appropriate time by the relevant regulatory authority and will provide the Site Authority or representative thereof with a copy of proof of the test or inspection carried out.

### **3.9 Matching Existing Work**

- 3.9.1 Where the method of joining up of existing (old) and new Work is not otherwise specified, the cutting away and/or joining up must be carried out to the complete satisfaction of the Site Authority or representative thereof, and Work made good in all trades to match the existing (old) adjacent Work.



**3.10 Acceptance of the Work**

- 3.10.1 Upon completion of the Work, the Contractor must immediately hand over to the Site Authority or representative thereof, all warranties, drawings, sketches, shop drawings, manuals, test and inspection reports, labeled keys and any other pertinent information resulting from the Work.

**3.11 Power Outages**

- 3.11.1 The Contractor must notify the Site Authority or representative thereof, in writing, forty-eight (48) hours prior to any proposed interruptions or switching off of electricity supply, stating the date, expected duration of the shutdown and equipment affected. No electricity will be switched off prior to receiving written approval from the Site Authority, except where the safety of any person(s) or property would otherwise be at risk. The Contractor will be responsible for any loss or damage to DND property or goods caused by unauthorized interruptions to power supply.

**3.12 Responsibility and Protection of Buildings**

- 3.12.1 The Contractor must take reasonable care to protect internal furnishings, equipment and fittings of Centre buildings. Clean drop sheets, or other appropriate covering, must be used to protect furniture, carpets, and other infrastructure.
- 3.12.2 The Contractor must move furniture and equipment (excluding computer and specialized laboratory equipment) as necessary for the performance of the Standing Offer, as stipulated by the Site Authority or representative thereof. The building occupants may agree to assist but the Contractor is responsible in the first instance for removal and replacement of furniture and equipment as directed by the Site Authority or representative thereof.

**3.13 Protection against Dust, Debris, Water Etc.**

- 3.13.1 Where the Work is carried out in occupied or partially occupied areas, the Contractor must arrange the execution of the Work so as to minimize nuisance to the occupants. The occupants and contents of the occupied space are to be protected against unreasonable amounts of dust, dirt, noise or other nuisance. Installed equipment must be protected against damage by dust, dirt, shock or other cause, and appropriate measures are to be taken to afford such protection. Dust screens and watering where appropriate must be used to reduce dust.

**3.14 Fire Safety Requirements**

- 3.14.1 Centre Fire Safety Plan - Contractors and their personnel will be familiar with the DRDC Toronto Fire Orders, a copy of which will be provided by the Site Authority.
- 3.14.2 Fire Safety Briefing - The Site Authority or representative thereof, will coordinate arrangements for the Contractor to be briefed on Fire Safety at the Pre-Work Conference.
- 3.14.3 Reporting Fires must be in accordance with the DRDC Toronto Fire Orders. Initial response to any fire will be by activating the nearest fire alarm box and/or contacting emergency services by calling 911.
- 3.14.4 Interior and Exterior Fire Protection and Alarm System:
- 3.14.4.1. Fire protection and alarm systems must not be:
- obstructed,
  - shut-off, or
  - left inactive at the end of a working day or shift without authorization from the Site Authority or representative thereof.
- 3.14.4.2. Fire hydrants, standpipes and hose systems must not be used for other than firefighting purposes unless authorized by the Site Authority or representative thereof.
- 3.14.5 Fire Extinguishers - the Contractor must supply adequate fire extinguishers necessary to protect, in an emergency, the Work in progress and the Contractor's physical plant on site.
- 3.14.6 Blockage of Roadways - the Site Authority or representative thereof must be advised of any Work that impedes fire apparatus response, including but not limited to a violation of overhead

clearance, erecting barriers and digging of trenches. The Work will not proceed less authorized by the Site Authority or representative thereof.

### **3.15 Health and Safety**

- 3.15.1 The Contractor undertakes and agrees to comply with all Standing Orders or other Regulations in force on the Site where the Work is to be performed, relating to the life safety and health of all persons on the Site, the protection of DND property from any and all causes including fire, environmental spill and Site security, etc. DRDC Toronto, as a federal facility, must comply with the Canada Labour Code Part II and its associated Regulations. The contractor must confirm its obligation to comply with legislative requirements of the Province of Ontario and industry standards. In the event that differences or conflicts arise between legislation, regulations of safety standards that apply to the contract or work being done, the more stringent provisions will be applied and enforced.
- 3.15.2 Overloading: The contractor must ensure no part of the Work is subjected to a load that will endanger safety or will cause permanent deformation or damage.
- 3.15.3 Falsework & Scaffolding: Design & construct falsework in accordance with CSA S269. 1-1 975, and design & construct scaffolding in accordance with CSA 5269-.2-M1980.
- 3.15.4 The Contractor must take all practicable precautions to minimize noise arising out of or resulting from any activity associated with the Work under the Standing Offer. All construction equipment must be fitted with noise suppressors unless specially designed for quiet operation and meet the requirements of the Site Authority or representative thereof.
- 3.15.5 Smoking is prohibited within all DND buildings.
- 3.15.6 The Site Authority or representative thereof has the right to stop work if, in the opinion of the Site Authority or representative thereof, the work is not being performed safely by the contractor or the work is being performed in a manner that is contrary to the requirements of applicable safety legislation.
- 3.15.7 The contractor must provide proof of an established and current safety program in force for all contractor employees under the contract prior to contract award.

### **3.16 Environment**

- 3.16.1 In accordance with the Canadian Environmental Protection Act (CEPA), and the DRDC Toronto Environmental Management Program, to the greatest possible extent the contractor must use environmentally safe, non-toxic and non-hazardous products and materials.
- 3.16.2 Fire and burning of rubbish or waste materials on DND property is prohibited.
- 3.16.3 Do not bury any rubbish or waste materials on DND property.
- 3.16.4 Do not dispose of waste or volatile materials such as mineral spirits, oil or paint thinner, or chemical substances into Site waterways, storm or sanitary sewers. All hazardous waste must be disposed of in accordance with provincial regulations.
- 3.16.5 Prevent dust and extraneous materials from contaminating air beyond application area by providing temporary enclosures and do not allow settled dust to be transported to other areas.
- 3.16.6 Provide means and equipment necessary to ventilate area of Work without interfering with operations of other areas.
- 3.16.7 Lighting of fires is prohibited on DND property.

### **3.17 Hazardous Materials**

- 3.17.1 Flammable Liquids:
  - 3.17.1.1. The handling, storage and use of flammable liquids are to be governed by the latest edition of the National Fire Code of Canada.

3.17.1.2. Flammable liquids such as gasoline, kerosene and naphtha may be kept ready for use in quantities not exceeding 45 liters provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 liters for work purposes requires the permission of the Site Authority or representative thereof.

3.17.1.3. Transfer of flammable liquids is prohibited within DND buildings.

3.17.1.4 Transfer of flammable liquids must not be carried out in the vicinity of open flames or any type of heat-producing devices.

3.17.1.5. Flammable liquids having a flash point below 38-1/2 degrees Celsius such as naphtha or gasoline must not be used as solvents or cleaning agents.

3.17.1.6. Flammable waste liquids for disposal must be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Contractor is responsible for removal from the Site as directed by the Site Authority or representative thereof.

### **3.17.2 Hazardous Substances**

3.17.2.1. If the work entails the use of a toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health of all persons on Site, Work must be in accordance the National Fire Code of Canada.

3.17.2.2. The Contractor must obtain the permission of the Site Authority or representative thereof permission prior to carrying out any welding, burning or the use of blowtorches or salamanders for Work in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.

3.17.2.3. Wherever Work is being carried out in dangerous or hazardous area involving the use of heat, fire watchers equipped with sufficient fire extinguishers must be provided. The determination of dangerous or hazardous area along with the level of precaution necessary for Fire Watch will be at the discretion of the Site Authority or representative thereof. Contractors are responsible for providing Fire Watch services for their Work on a scale established and in conjunction with the Site Authority or representative thereof, at the Pre-Work Conference.

3.17.2.4. Where flammable liquids such as lacquers or urethanes are to be used, proper ventilation must be assured and all sources of ignition are to be eliminated by the Contractor.

3.17.2.5 The Site Authority or representative thereof is to be informed prior to and at the cessation of such Work.

### **3.18 WHMIS**

#### **3.18.1 WHMIS:**

3.18.1.1. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials.

3.18.1.2. Comply with labeling requirements and provision of Material Safety Data Sheets (MSDS) in accordance with WHMIS.

3.18.1.3. Deliver copies of all applicable MSDS to the Site Authority or representative thereof, immediately upon delivery of materials to the Site. The Site Authority or representative thereof may accept or reject the use of any hazardous materials by the Contractor on the Work site and in the case of rejection the Contractor must immediately remove the materials from DND property.

3.18.1.4. The Contractor must ensure that all personnel are properly trained and educated in the safe handling of all hazardous materials which may be used or encountered for the Work on DND property in accordance with all current acts and regulations pertaining to hazardous materials. The requirement for the Contractor to submit proof of this is at the discretion of the Site Authority or representative thereof.

### **3.19 Site Control and Use**

- 
- 3.19.1 Contractor must obtain prior permission from the Site Authority or representative thereof to store material for the Work within the confines of the building or Site compound, and the location for the temporary storage must be as set out by the Site Authority or representative thereof.
  - 3.19.2 The Contractor will be solely responsible for the security of own Work materials, tools and equipment that may create a loss or misplacement.
  - 3.19.3 Unused materials must be placed so as not to create a safety hazard or to interfere with building occupants or Centre operations.
  - 3.19.4 Contractor to park vehicles as directed by the Site Authority or representative thereof.
  - 3.19.5 All Work areas must be kept clean by the Contractor at all times to the satisfaction of the Site Authority or representative thereof.
  - 3.19.6 Contractor must not unreasonably encumber Site with materials and equipment. Stored products or equipment that interfere with Site operations, building occupants, and/or other Contractors must be moved immediately upon request.

### **3.20 Waste. Refuse. Clean UD and Site Restoration**

- 3.20.1 The Contractor must be responsible for the proper disposal of all solid, liquid and gaseous waste and/or recycle in accordance with all local regulations and statutory requirements. All refuse or recycle arising from the execution of Work under the Standing Offer (including food scraps and the like) must be removed from the Site. Refuse must not be dropped free but hoppers and shutters, chutes or refuse buckets must be used. All hoppers, chutes or buckets for refuse must be covered, or be of such a design as to fully confine the material and prevent dissemination of contents.
- 3.20.2 Contractor must be responsible for disposing of all refuse and recycle resulting from the Work off of DND property unless directed otherwise by the Site Authority or representative thereof.
- 3.20.3 Rubbish and waste materials must be kept to a minimum. Greasy or oily rags or materials must be deposited and kept in an approved receptacle and removed from the Site as directed by the Site Authority or representative thereof.
- 3.20.4 No motor vehicles will leave the Site laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the materials on Site.
- 3.20.5 While any portion of the Work is in progress, the Contractor must, on a daily basis, or more frequently if required by the Site Authority or representative thereof remove from the Work site all rubbish, debris, waste and recycle resulting from the Work activities, unless otherwise authorized by the Site Authority or representative thereof.

### **3.21 Asbestos**

- 3.21.1 If at any time the Contractor discovers the presence on the Site any loose fibrous material which the Contractor reasonably suspects may contain asbestos, the Contractor must not disturb the material on the Site and immediately report findings to the Site Authority or representative thereof. The Contractor must ensure that the Contractor's workers are protected from exposure to the material until the nature of the material has been competently determined.
- 3.21.2 The Site Authority or representative thereof must inspect the Work site without delay and must issue directions to the Contractor in respect of the conditions and if or what further action is to be taken.

### **3.22 Warranty Provisions**

- 3.22.1 All materials, parts and equipment installed by the Contractor must be warranted/guaranteed to be free of defective materials, design or workmanship for a minimum period as stated by the manufacturer or supplier.
- 3.22.2 The full cost of all warranty repairs, including travel and accommodation costs, will be the responsibility of the Contractor and the repairs must be made to the satisfaction of the Site Authority or representative thereof.

**3.23 Deficient Work**

- 3.23.1 In the event that at any time during the course of the Standing Offer, there are in the Site Authority's or representative's opinion, deficiencies in either the quality of the Work done by the Contractor and/or the level of service provided by the Contractor and/or any other area of performance by the Contractor of the Contractor's obligations under the Standing Offer, then DND at its discretion may, in addition to and without prejudice to any other rights, powers and remedies conferred upon DND by the Standing Offer, by notice in writing, require the Contractor to meet with the Site Authority or representative thereof, to review such deficiencies, with a view to rectifying such deficiencies and the due performance and observance by the Contractor of his obligations under the Standing Offer.

**3.24 Contractor's Personnel**

- 3.24.1 The Contractor must provide names, titles and telephone numbers and/or pager numbers of the Contractor's permanent supervising staff members cleared to receive call-ups from the Site Authority or representative thereof.
- 3.24.2 The Contractor must provide sufficient general liability, accident and disability insurance coverage and all other regulated insurance (i.e. WSIB), etc., for all contract personnel employed by the Contractor.
- 3.24.3 The Site Authority or representative thereof, reserves the right to request a copy of proof of coverage as outlined in 3.24.1, 3.24.2 above from the Contractor.

**4.0 Codes and Standards**

- 4.1 All Work to be performed in accordance with all current National Codes and any current application of Provincial or Municipal Codes.
- 4.2 In case of conflict or discrepancy, the Code with the more stringent requirements will apply.
- 4.3 Meet or exceed requirements of contract documents and associated specifications, specified standards, codes and associated reference documents.
- 4.4 Safety precautions in accordance with current regulations set out by the regulating authority and the most stringent standards are to be enforced at all times by the Contractor.
- 4.5 Unless otherwise specified in the Standing Offer, the Contractor must observe, in the absence of any statutory requirement to the contrary, the relevant current standard published by the Canadian Standards Association relating to storage, transport, use of materials, explosives, fire precautions in arc or flame cutting, flame heating and arc or gas welding operations, plant and equipment, work processes and safety precautions.
- 4.6 The contractor must comply with the Federal Halocarbon Regulations.
- 4.7 The contractor must be in compliance with workers' compensation legislation in the Province of Ontario and must provide the Site Authority with proof of WSIB coverage for all personnel working on the Site, prior to contract award. In the absence of WSIB coverage (i.e., in the case of self-employed company), proof of accident liability coverage must be provided.
- 4.8 The Contractor must accept liability and indemnify the Crown and the Department of National Defence in the event of injury and damage, claim or action arising from the Contractor's failure to comply with these acts and regulations.

**5.0 Site Security**

- 5.1 Contract work is not considered classified, however contract personnel will require clearance to the level of enhanced reliability as per the Security Requirement Checklist (SRCL).
- 5.2 Contract personnel will be required to wear a DRDC Toronto Contractor Security Pass at all times while on the premises.

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**APPENDIX 1 OF ANNEX A****Equipment List:**

Dive Chamber Chiller

Model # JJB0016

Ser.# JJBOO16

575 VOLTS G W Gull &amp; Western Mfg.

Wet Cold Chamber

Carrier

Mod# 30HK060-130

Ser# P95 7451

Chamber #3

Copeland Mod# W6WU-1000- TSE-001

575 volts Refrigerant HP 80

Copelamatic

Mod # 6RB2-2000- TSE

Ser# CC1 870389

575 Volt

Chamber # 4

Copeland Mod # 3D53-1000TFE

SER # CCJ9716136

575 Volts Refrigerant R22

Blanchard Ness Condensing unit

Mod # DLCS -028-R

600 Volts

Honeycomb Dehumidifier

Mod # HC- 1125- EA

575 Volts

Cooling Tower

Baltimore Air coil of Canada

Mod# 3547CR

Swimming Flume

Copeland MOD# ERFI-0300 TAE

575 Volts Refrigerant R 22

ALF-LAVAL

Heat Exchanger

Mod# CB76-50H (H25-F23) F1

Ser # 188765

Pump

Armstrong Mod # FR 56 C

ID # H558-YO7-M 575 volt

**ANNEX B****BASIS OF PAYMENT**

All prices are firm net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be FOB destination(s) indicated, including all delivery charges. GST/HST shall not be included in pricing and shall be shown as a separate item on invoices.

**Regular Hours** are between 0700 to 1600 - Monday to Friday excluding Statutory Holidays.

**Emergency or Urgent Service Call** pricing is for the same service as Service Call pricing except the Offeror's on-site response must be within 3 hours of receiving the call up. **Non-emergency** service call shall be provided within 3 days from date of call-up.

**Disbursements:** Such as unforeseen work that requires less than \$1,000.00 of subcontracting, or the use and provision of tools or equipment not normally included in this type of work, must be PRE-APPROVED in writing by the Technical Authority and charged at cost with no allowance for overheads or profit. Copies of invoices must be provided to the Technical Authority

**Estimates:** Where a cost estimate has been submitted and accepted by site authority, fully completed work or services will be performed or provided at cost no greater than 110 percent of such estimate.

**Pricing Periods** for this requirement will be:

Year 1 - from date of issue to 31 August 2013

Option - Year 2 - from 1 September 2013 to 31 August 2014

### 1. Service Calls:

**Service Call pricing** is an all inclusive **firm** price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

ITEM	Description	Unit Price Year 1	Unit Price Year 2
A1.	Service Call during regular working hours, Monday to Friday		
A1.1.	Refrigeration service mechanic	\$_____/call	\$_____/call
A2.	Emergency or Urgent Service Call during regular working hours, Monday to Friday		
A2.1	Refrigeration service mechanic	\$_____/call	\$_____/call
A3.	Emergency or Urgent Service Call outside regular working hours, Monday to Friday		
A3.1	Refrigeration service mechanic	\$_____/call	\$_____/call
A4.	Emergency or Urgent Service Call Saturdays, Sundays and Statutory Holidays		

ITEM	Description	Unit Price Year 1	Unit Price Year 2
A4.1	Refrigeration service mechanic	\$_____/call	\$_____/call

**2. Labour:**

**The Labour pricing** is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

B1. Labour during Regular hours

--	--

B1.1 Refrigeration service mechanic

\$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

B2. Labour outside regular working hours, Monday to Friday

--	--

B2.1 Refrigeration service mechanic

\$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

B3. Labour Saturdays, Sundays and Statutory Holidays

--	--

B3.1 Refrigeration service mechanic

\$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

**3. Materials and Replacement Parts:**

Hardware and parts that is not free issue will be supplied at Offeror's cost. Copies of invoices for parts must be provided in support of costs claimed.

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**ANNEX C****HEALTH AND SAFETY REQUIREMENTS**

Company's Safety plan is to include:

1. Safety Policy Statement including:
  - a. What a safety plan is
  - b. Why is it necessary
  - c. Who is it for
  - d. When does it apply
  - e. Where does it apply
2. General Policy to include:
  - a. How will this policy be achieved including:
    1. Training
    2. Discipline
    3. Refreshers
  - b. A process on how the company will keep their personal up to date on the job site (Tailgate briefings) with a deliverable of the minutes given to the Project or Technical Authority on a monthly basis utilizing appendix A.
4. A process on dealing with and reporting of injury's on the job site.
5. A process on dealing with subcontractors, suppliers and visitors in reference to Safety and access control.
6. Company standards on Personal Protective Equipment:
  - a. How they are maintained
  - b. Who is responsible
  - c. What they are responsible for
7. Note if your company has a safety committee and who they are.
8. An organizational chart on who is responsible for what (on the job site).

## ANNEX C, APPENDIX A, CONTRACTOR SITE SAFETY BRIEFING

Ensuring Safety on the work site for all who are at Government of Canada Sites

Purpose: Contractors have a legal responsibility to provide a safe work environment for their employees. Therefore, the purpose of this checklist is to identify the essential equipment and /or procedures necessary to also promote such an environment for Federal Government personnel, while working on site.

### PART 1 - GENERAL DATA

Project Title #: \_\_\_\_\_ Date: \_\_\_\_\_  
 dd / mm / yy  
 Project OPI: \_\_\_\_\_ Work Order #: \_\_\_\_\_  
 Civic Address: \_\_\_\_\_ Requisition #: \_\_\_\_\_  
 Certification required for project \_\_\_\_\_

### PART 2 - SAFETY EQUIPMENT

Safety equipment is considered the responsibility of the Contractor. The following equipment will be held on all job sites:

☐ Fire Extinguisher (Type) & Location \_\_\_\_\_ ☐ Hazard Warning Signs (location) \_\_\_\_\_  
☐ First Aid Kit (location) \_\_\_\_\_ ☐ Physical Barriers/Visual Warnings (location) \_\_\_\_\_

Comments: \_\_\_\_\_

### PART 3 - PERSONAL PROTECTIVE EQUIPMENT (PPE)

Check for the following approved PPE, to be provided by the Contractor as required, for specific worksite:

<input type="checkbox"/> Head Protection _____	<input type="checkbox"/> Skin Protection _____
<input type="checkbox"/> Respiratory protection _____	<input type="checkbox"/> Hazard specific gloves/clothing _____
<input type="checkbox"/> Hearing Protection _____	<input type="checkbox"/> Trenching/shoring equipment _____
<input type="checkbox"/> Foot/leg protection _____	<input type="checkbox"/> Fall arrest equipment _____
<input type="checkbox"/> Eye protection equipment. (location) _____	<input type="checkbox"/> Emergency rescue/extraction _____

Comments: \_\_\_\_\_

**PART 4 - SAFETY PROCEDURES AND TRAINING**

As required to on specific work sites, the contractor must have:

- |   |   |
|---|---|
| <input type="checkbox"/> Confined Space Entry Permit<br>_____               | <input type="checkbox"/> Hazard Containment procedures<br>_____         |
| <input type="checkbox"/> Confined Space Entry Training<br>_____             | <input type="checkbox"/> Working alone communication protocols<br>_____ |
| <input type="checkbox"/> De-energizing/Blanking procedures<br>_____         | <input type="checkbox"/> WHMIS compliance training<br>_____             |
| <input type="checkbox"/> Lock out/Tag out procedures<br>_____               | <input type="checkbox"/> Documented Safety plan/program<br>_____        |
| <input type="checkbox"/> On site Standard First Aid Qualification.<br>_____ | <input type="checkbox"/> Other _____                                    |

Comments: \_\_\_\_\_

**PART 5- SIGNATORY BLOCK**

I, \_\_\_\_\_, employed by \_\_\_\_\_, have  
 (Contractor's name Printed) (Contractor's Company)

discussed the safety considerations noted on the above date.

\_\_\_\_\_  
Contractor's signature\_\_\_\_\_  
date\_\_\_\_\_  
signature for Canada\_\_\_\_\_  
date

Names of workers briefed:

_____	_____
_____	_____
_____	_____
_____	_____

Any other paper work required for this safety document can be made as an attachment to this document.

### ANNEX C, APPENDIX B, HEALTH AND SAFETY RISK ASSESSMENT FORM

Call-up #	Standing Offer #
<b>Does this contract include high risk work or installations? Check boxes that apply</b>	
a) exposure to unexploded ordinance	<b>Yes</b>
b) excavation	<b>Yes</b>
c) exposure to high voltage/ arc flash	<b>Yes</b>
d) working at heights	<b>Yes</b>
e) working in confined space Confined space entry permit must be completed and put on file prior to entry	<b>Yes</b>
f) hot work	<b>Yes</b>
g) working with chemicals	<b>Yes</b>
h) traffic control	<b>Yes</b>
i) exposure to pressure vessels	<b>Yes</b>
j) Requirement to lock out potential energy sources, electrical, pressurized gas, liquid or steam	<b>Yes</b>
k) Exposure to Asbestos, Lead Paint, Biological substances or other designated substances	<b>Yes</b>
l) Other: [Describe risk]	<b>Yes</b>
<p>If yes is answered to any of the above, a copy of the project specific safety plan from the contractor must be provided with this call-up request and this form must be signed by the Project Authority's Supervisor. This form must remain on the project file.</p> <p><b>For Contracts Section Use Only</b></p> <p>Signing the section below signifies that the Project Authority has examined the risks and the Call-up complies with: all terms and conditions of applicable PWGSC documents; the Financial Administrative Act; applicable Construction Safety Regulations and; the Occupational Health and Safety Act as it applies to Project Owners.</p> <p>Signature of Project Authority:_____ Dated:_____</p> <p>Signature of Supervisor:_____ Dated:_____</p>	

**ANNEX D****PERIODIC USAGE REPORT FORM**

The Offeror understands that it is their responsibility to implement a system for tracking call-ups against this standing offer in order to provide usage reports and ensure that the financial limitation is not exceeded. Failure to comply may result in the setting aside of the Standing offer.

Reports must be submitted to the Standing Offer Authority to: [helen.yari@pwgsc.gc.ca](mailto:helen.yari@pwgsc.gc.ca):

The following information is required:

Offeror's Name: _____						
Prepared By: _____				Telephone No.: _____		
Standing Offer Title		Standing Offer No.		Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)
Total Value to Date (\$ of all Call-ups)		Total Value for Reporting Period (\$)		Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)
Call-up No.	Date of Call-up	Description of Work	Total no. of Service Calls	Total hours of labour	Total Value of Material	Total Value of Call-up (without GST/HST)

Refer to Part 7. A. Article 3.2. Standing Offer Reporting.

NIL REPORT: We have not done any business with the federal government for this period \_\_\_\_

The FINAL REPORT is to provide a list showing items requisitioned that represent approximately the total value of all call-ups.



**Final Inspection Sign-Off Sheet (Service)**

Project #:

Standing Offer #:

Call-up #:

Originated By:

No.	Description	Accepted: Print name	Date inspection completed	Comments
1	Complies with contract and specifications			
1.a	Complies with National Building Code (NBC)			
1.b	Complies with Canadian Electrical Code (CEC)			
1.c	Complies with National Plumbing Code (NPC)			
1.d	Complies with National Fire Code (NFC)			
1.e	Complies with National Fire Prevention Code (NFPA)			
1.f	Complies with Other applicable standard:			
1.g	Complies with Other applicable standard:			
2	100% of systems, equipment and ancillary devices installed, operate as intended and as per manufacturer's instructions			
3	All administrative deliverables met, approved and are on file (shop drawings, commissioning manuals as built, inspection reports etc...)			
4	Job site and associated mechanical rooms are clean and all waste removed			

---

**ANNEX F****INSURANCE REQUIREMENTS****Insurance****GC 9.1 General**

- 1) The Offeror shall, at the Offeror's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein.
- 2) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Offeror.

**GC 9.2 Proof of Insurance**

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Offeror shall deposit with Canada a Certificate of Insurance (form PWGSC-TPSGC 357) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>), available on Public Works and Government Services Canada Web site.
- 2) Upon request by Canada, the Offeror shall provide originals or certified true copies of all contracts of insurance maintained by the Offeror pursuant to the provisions contained herein.
- 3) The insurance policies shall be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

**GC9.3 Commercial General Liability**

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have an Each Occurrence Limit of not less than \$5,000,000.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- 3) The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.



Solicitation No. - N° de l'invitation

W7719-125081/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34017

Buyer ID - Id de l'acheteur

tor016

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

W7719-125081

CCC No./N° CCC - FMS No/ N° VME

- 
- 4) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.

Solicitation No. - N° de l'invitation

W7719-125081/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34017

Buyer ID - Id de l'acheteur

tor016

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

W7719-125081

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX G**

### **SECURITY REQUIREMENT CHECK LIST**

**(See Attached herein)**

**ANNEX H****PRICE EVALUATION**

The usages specified below are estimates only for the purposes of evaluation. The firm unit prices proposed at Annex B, Basis of Payment will be used in the calculation of the aggregate price to be used in the evaluation. The aggregate price will be the sum of the total estimated expenditures for the firm and the extension periods.

**Firm Period - Year 1****1. Service Calls:**

**Service Call pricing** is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

ITEM	Description	Yearly Estimated Usage	Unit Price Year 1	Extended Price
A1	Service Call during regular working hours, Monday to Friday			
A1.1	Refrigeration service mechanic	<u>12</u> call-ins	\$_____/call	\$_____
A2.	Emergency or Urgent Service Call during regular working hours, Monday to Friday			
A2.1	Refrigeration service mechanic	<u>2</u> call-ins	\$_____/call	\$_____
A3.	Emergency or Urgent Service Call outside regular working hours, Monday to Friday			
A3.1	Refrigeration service mechanic	<u>1</u> call-ins	\$_____/call	\$_____
A4.	Emergency or Urgent Service Call Saturdays, Sundays and Statutory Holidays			
A4.1	Refrigeration service mechanic	<u>1</u> call-ins	\$_____/call	\$_____
<b>TOTAL ESTIMATED EXPENDITURE</b>				\$_____

**2. Labour:**

**The Labour pricing** is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

B1.	Labour during Regular hours			
B1.1	Refrigeration service mechanic	<u>60</u> hours	\$_____/hr	\$_____

B2.	Labour outside regular working hours, Monday to Friday			
B2.1	Refrigeration service mechanic	<u>8</u> hours	\$_____/hr	\$_____
B3.	Labour Saturdays, Sundays and Statutory Holidays			
B3.1	Refrigeration service mechanic	<u>4</u> hours	\$_____/hr	\$_____
<b>TOTAL ESTIMATED EXPENDITURE</b>				\$_____

**Extension Period - Year 2****1. Service Calls:**

**Service Call pricing** is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

ITEM	Description	Yearly Estimated Usage	Unit Price Year 2	Extended Price
A1	Service Call during regular working hours, Monday to Friday			
A1.1	Refrigeration service mechanic	<u>12</u> call-ins	\$_____/call	\$_____
A2.	Emergency or Urgent Service Call during regular working hours, Monday to Friday			
A2.1	Refrigeration service mechanic	<u>2</u> call-ins	\$_____/call	\$_____
A3.	Emergency or Urgent Service Call outside regular working hours, Monday to Friday			
A3.1	Refrigeration service mechanic	<u>1</u> call-ins	\$_____/call	\$_____
A4.	Emergency or Urgent Service Call Saturdays, Sundays and Statutory Holidays			
A4.1	Refrigeration service mechanic	<u>1</u> call-ins	\$_____/call	\$_____
<b>TOTAL ESTIMATED EXPENDITURE</b>				\$_____

## 2. Labour:

**The Labour pricing** is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

B1.	Labour during Regular hours			
B1.1	Refrigeration service mechanic	<u>60</u> hours	\$ _____/hr	\$ _____
B2.	Labour outside regular working hours, Monday to Friday			
B2.1	Refrigeration service mechanic	<u>8</u> hours	\$ _____/hr	\$ _____
B3.	Labour Saturdays, Sundays and Statutory Holidays			
B3.1	Refrigeration service mechanic	<u>4</u> hours	\$ _____/hr	\$ _____
<b>TOTAL ESTIMATED EXPENDITURE</b>				\$ _____



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>W7719-125081</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**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>DRDC Toronto</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 <b>Repair and upgrade to refrigeration machinery</b>		
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.		No access <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"/>	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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <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 ☐ Yes  
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

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

Special comments:

Commentaires spéciaux :

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

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être 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  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes

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

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

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

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

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





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W7719125081

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET
											A	B	C		
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"/>	<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"/>	<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"/>
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"/>

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).