

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344**

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Painting Services	
Solicitation No. - N° de l'invitation W0103-136005/A	Date 2013-12-11
Client Reference No. - N° de référence du client W0103-136005	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-210-6381
File No. - N° de dossier VIC-3-36147 (210)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-21	Time Zone Fuseau horaire Pacific Standard Time PST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey	Buyer Id - Id de l'acheteur vic210
Telephone No. - N° de téléphone (250)363-3249 ()	FAX No. - N° de FAX (250)363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT BASE CONSTRUCTION ENGINEERING STN FORCES P.O. BOX 17000 VICTORIA BRITISH COLUMBIA V9A7N2 CANADA	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement 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

Solicitation No. - N° de l'invitation

W0103-136005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic210

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

W0103-136005

File No. - N° du dossier

VIC-3-36147

CCC No./N° CCC - FMS No/ N° VME

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Department of National Defence (DND) has a requirement for the establishment of a Painting Services Supply Arrangement for Canadian Forces Base (CFB) Esquimalt in Victoria, British Columbia. The Identified Users of this Supply Arrangement will be the Base Construction and Engineering Office at CFB Esquimalt.

The period of the Supply Arrangement is for a two-year period beginning February 01, 2014. There is an option to extend the Supply Arrangement by an additional one-year period.

The approximate total value of the services to be contracted under this Supply Arrangement is \$ 200,000.00 over the two-year period.

There is a security requirement associated with this requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Supply Arrangement.

Suppliers must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2008.

For services requirements, Suppliers in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Supply Arrangements (RFSA).

3. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

4. Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2013-06-01) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days
Insert: one hundred twenty (120) days

2. Submission of Arrangements

Arrangements 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 Supply Arrangements.

3. Former Public Servant

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

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 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

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Supplier must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Suppliers agree that the successful Supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Supplier must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 Applicable Taxes.

4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Human Resources and Skills Development Canada (HRSDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [HRDCS-Labour's website](#).

5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **seven (7)** calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

6. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement - 2 hard copies
Section II: Financial Arrangement – 1 hard copy
Section III: Certifications – 1 hard copy

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

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (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 Supply Arrangements.

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, suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

See Annex C, Evaluation Criteria.

1.2 Financial Evaluation

1.2.1 Suppliers must complete and submit the table in Annex B, Basis of Payment, with their submission.

1.2.2 Suppliers must submit ceiling prices that will apply for the complete term of the Supply Arrangement.

1.3 SACC Manual Clauses

S2003T (2008-12-12) Ceiling Prices and/or Rates

2. Basis of Selection

2.1 Minimum Point Rating

- 1. To be declared responsive, an arrangement must:
 - a. comply with all the requirements of the Request for Supply Arrangements; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 59 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 84 points.
- 2. Arrangements not meeting (a), (b) or (c) above will be declared non-responsive.

2.2 Order of Qualification

Suppliers declared responsive are ordered (lowest to highest) based on the aggregate total of their ceiling rates. When soliciting bids under the Supply Arrangement, the Identified User / PWGSC must follow the order of qualification.

Example:

A Solicitation for \$ 40,000.00 worth of Painting Services must be issued to a minimum of 3 Suppliers, in accordance with subsection 3.2, Solicitation Procedure Matrix, of Section B of Part 6 – Supply Arrangement and Resulting Contract Clauses.

The 3 suppliers who receive a bid solicitation must be:

- 1) The Supplier with the Lowest Aggregate Ceiling Rates;
- 2) The Supplier with the Second Lowest Aggregate Ceiling Rates;
- 3) The Supplier with the Third Lowest Aggregate Ceiling Rates.

3. Security Requirement

3.1 Before issuance of a supply arrangement, the following conditions must be met:

- (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
- (b) the Supplier'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 6A - Supply Arrangement;
- (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

3.2 Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.

3.3 For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitation - 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.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and documentation to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default, if any certification made by the Supplier is found to be untrue whether during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply with this request will also render the arrangement non-responsive, or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Supply Arrangement

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

2.1 Education and Experience

SACC Manual clause S1010T (2008-12-12) Education and Experience

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described the Statement of Work at Annex A.

2. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Supply Arrangement.

- 2.1 The Arrangement-holder must, at all times during the performance of the Supply Arrangement, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.2 The Arrangement-holder's personnel requiring access to sensitive work sites must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 2.3 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 2.4 The Arrangement-holder must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - (b) Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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.

3.1 General Conditions

2020 (2013-04-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

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

The Supplier 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 Supplier must still provide a "NIL" report.

The data must be submitted on a *bi-annual basis* to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

1st half:

2nd half:

The data must be submitted to the Supply Arrangement Authority no later than 30 calendar days after the end of the reporting period.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from February 01, 2014 to January 31, 2016.

4.2 Option to Extend the Supply Arrangement

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Torrey Buchan
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 250-363-3249
Facsimile: 250-363-0395
E-mail address: torrey.buchan2@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable. In the event you are unable to contact the above noted Authority, please contact: PAC.VICCA@tpsgc-pwgsc.gc.ca

5.2 Supplier's Representative

Supplier is to complete table below and submit with their Arrangement.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

5.2.1 Personnel identified for Contracting Issues will be the primary contact for subsequent solicitations resulting from the Supply Arrangement and must be authorized to submit bids.

5.2.2 Personnel identified for Technical Issues will be the primary contact for work conducted under subsequent contracts resulting from the Supply Arrangement and must be authorized to accept changes to the scope of work.

6. Identified Users

The Identified User is: Base Construction & Engineering Office, CFB Esquimalt, DND.

7. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Suppliers may submit requests for qualification at any time, however, they will not be added to the list of qualified suppliers until the closing of the next qualification period (refresh) as per the postings on GETS.

Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement. If an existing qualified supplier chooses to submit new ceiling rates that are LOWER than their existing rates, any such rates (and subsequent ranking) will only come into effect after closing of the next qualification period (refresh) as posted on GETS.

Any new ceiling rates submitted on refresh by an existing qualified supplier that are in excess of their already accepted rates will result in the a supplier's qualification being cancelled or suspended by Canada pursuant to General Conditions 2020-09.

8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2013-04-25), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation Criteria
- (f) Annex D, Reporting Requirement
- (g) Annex E, Security Requirements Checklist;
- (e) the Supplier's arrangement dated _____.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

11. Insurance Requirements

11.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the

Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template MC for medium complexity requirements, available in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) SACC Manual clause A9033T (2012-07-16), Financial Capability;
- (h) certifications;
- (i) conditions of the resulting contract.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

2.3 Responsibility for bid solicitation process and the award of contracts:

- (i) the Identified User for requirements up to CAD \$ 50,000.00 inclusive of GST/HST; and
- (ii) PWGSC for requirements over CAD \$ 50,000.00.

Procedures in article 3 below pertain to the Identified User, and are provided as information to the Suppliers.

3. Procedures for Identified Users

The following process is internal to the Identified User, and will be followed for all bids solicited under the Supply Arrangement. (All dollar values are INCLUSIVE of GST if applicable)

3.1 Standard Forms

The following forms will be used by the Identified User as the first page of the bid solicitation document and the first page of the resulting contract document.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

It is the responsibility of the Identified User to ensure that the solicitation process is both followed, AND documented on file with the resulting contract against the Supply Arrangement.

3.2 Solicitation Procedure Matrix

The length of the solicitation period, the minimum number of suppliers that must receive a bid solicitation, and the notification obligations are determined by the value of each specific requirement.

The following matrix outlines the responsibilities of the Identified User and PWGSC when conducting the bid solicitation process.

Requirement Value Threshold	Solicitation Period	Minimum Number of Suppliers Solicited	NPP Posting on BuyAndSell?
Less than \$ 25,000.00	5 days	-	No
Between \$ 25,000.00 and \$ 50,000.00	10 days	3*	No
Between \$ 50,000.00 and \$ 78,500.00	10 days	5**	No
Over \$ 78,500.00	40 days	All Suppliers	Yes

**or all suppliers, if the total number of suppliers who have been issued an SA is less than 3.*

*** or all suppliers, if the total number of suppliers who have been issued an SA is less than 5.*

A Notice of Proposed Procurement (NPP) must be posted for each separate procurement under the SA that is over \$ 78,500.00. The Notification of Proposed Procurement must be posted to the Government Electronic Tendering Service (GETS) for a minimum of 40 days.

3.3 Order of Qualification

Suppliers are ordered (lowest to highest) based on the aggregate total of their ceiling rates. When soliciting bids under the Supply Arrangement, the Identified User / PWGSC must follow the order of qualification when issuing solicitations to suppliers.

_____ Supply Arrangements were awarded as a result of Public Works and Government Services Canada solicitation number: **W0103-136005/A**. The suppliers' order of qualification is as follows:

Ranked first: _____

Ranked second: _____

(Insert as many lines as there are suppliers)

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:
2T-MED1, Medium Complexity Template, Standard Instructions 2003.

The following SACC manual clauses will apply to the resulting contract:

- (a) General conditions 2010C - Services (Medium Complexity);
- (b) B5007C Procedures for Design Change or Additional Work

The above templates are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

ANNEX A STATEMENT OF WORK

1. Objective

To furnish all:

- i) labour;
- ii) materials;
- iii) tools;
- iv) supervision required for the surface preparation and interior/exterior painting of infrastructure (i.e.: office buildings; warehouses; garages; roadways; dormitories; etc.)

2. Work Covered

Work under this Supply Arrangement covers, when requested:

- 2.1. preparation of all surfaces to be worked on including, but not limited to pressure washing, lead paint removal, removal and replacement of existing furniture and wall decorations, etc.;
- 2.2. application of paint / protective coatings to the interior (walls, ceilings, trim, cabinetry, doors & misc. structures) and/or exterior of various buildings and infrastructure
- 2.3. Installation and removal of scaffolding to allow access to surfaces to be worked on.

For any cost increases beyond that originally stated in the contract document, the Contractor must inform the Identified User, in writing, of the increase and the reasons for said cost increase. The Contractor must receive a signed contract amendment from the appropriate authority before conducting any work that falls outside the original scope of the Contract.

3. Work Sites

Buildings and Structures under this Supply Arrangement include all those in:

Site	Location
3.1. CFB Esquimalt HMC Dockyard	West end of Esquimalt Road
3.2. CFB Esquimalt Naden	Admirals Road & Woodway Road
3.3. CFB Esquimalt Work Point	East end of Lyall Street
3.4. Munroe Head (CFB Sailing Association)	West end of Maplebank Road
3.5. CFB Esquimalt Colwood	Wilfert Road
3.6. CFB Esquimalt Albert Head (Metchosin)	East end of Albert Head Road
3.7. CFB Esquimalt Rocky Point (Metchosin)	End of Rocky Point Road
3.8. CFB Esquimalt Patricia Bay (Sidney)	Kittyhawk Road off Willingdon Road
3.9. HMCS Malahat (Naval Reserve)	West end of Huron Street
3.10. Bay Street Armoury	Bay between Blanchard & Douglas
3.11. Lt. General Ashton Armoury	Vanalman Street
3.12. Belmont Park (Colwood)	Ocean Drive

Buildings and Structures **NOT** included: Married Quarters

4. Work Not Covered

Work under this Supply Arrangement does NOT cover:

- 4.1. Relocation or removal of occupant's possessions and stored items, unless directed to do so by the engineer.
- 4.2. Painting of electrical fixtures and plates, finish hardware and plumbing fixtures, unless directed to do so by the engineer.
- 4.3. Clean-up of occupant's facilities prior to work.

5. Personnel

The Supplier is required to provide the following personnel:

- 5.1. Only Journeyman Painters, Painting Apprentices and Labourers are to be employed in the completion of projects under this Supply Arrangement.
- 5.2. A Journeyman Painter shall be on site or easily available on DND property at all times while work is in progress.
- 5.3. A site foreman authorised and capable to make decisions shall be present during all work on DND projects.

6. Qualifications

- 6.1. DND & PWGSC reserve the right to require proof of Journeyman Qualification, or a statement/substantiation of qualification from any person performing work on site.
- 6.2. All work shall be accordance with the most recent edition of **The Master Painters Institute ©MPI Maintenance Repainting Manual** available at <http://www.specifypaint.ca/Home.asp>

7. Constraints

The Supplier shall:

- 7.1. Observe construction safety measures of National Building Code 2010 Part 8, Provincial Government Workers' Compensation Board and municipal authority in any case of conflict or discrepancy the more stringent requirement shall apply.
- 7.2. Ensure compliance on his part and the part of all his sub-contractors with:
 - 7.2.1. the Standards of the Canada Labour Code Part II (<http://laws-lois.justice.gc.ca/eng/acts/L-2/>);
 - 7.2.2. the Occupational Health & Safety regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>);
 - 7.2.3. the Workers' Compensation Act (http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96492_00); and
 - 7.2.4. any regulations having to do with the prevention of accidents, the prevention of disease and the provision of safe working conditions including proper safety equipment and ventilation.
- 7.2.5. In the event of conflict between any of the aforementioned regulations, the most stringent provision applies.
- 7.3. Comply with requirement of Workplace Hazardous Materials Information System (WHMIS) (<http://www.hc-sc.gc.ca/ewh-semt/occup-travail/whmis-simdut/index-eng.php>) specific to each product, regarding:
 - 7.3.1. use,
 - 7.3.2. handling,
 - 7.3.3. storage,

- 7.3.4. disposal of hazardous materials,
- 7.3.5. labelling,
- 7.3.6. provision of material safety data sheets acceptable to Labour Canada and Health & Welfare Canada
- 7.4. Deliver copies of WHMIS data sheets specific to each product to Engineer upon delivery of the materials and post a copy of the same at the work site.
- 7.5. Ensure both he/she and his/her personnel are familiar with the Fire Safety requirements – Section 01546 and the Fire Protection clauses of FC 301-Standard for Construction Operations
(http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/301/page03.shtml#n6). As such they shall:
 - 7.5.1. Know the location of the nearest fire alarm box and telephone, including the emergency telephone number.
 - 7.5.2. Report immediately all fire incidents to the Fire Department as follows:
 - 7.5.2.1. Activate the nearest fire alarm box, or
 - 7.5.2.2. Telephone 89-911 on a Base telephone exchange
 - 7.5.2.3. Have the individual who activates the fire alarm remain at the fire alarm box to direct the Fire Department to the exact location of the fire.
 - 7.5.2.4. When reporting by telephone, provide the location of the fire as well as the name or building number and should be prepared to verify the location.
- 7.6. Abide by the policy FC 301 – Standard for Construction Operations 5.1 Smoking:
Smoking is strictly prohibited in all DND buildings and restricted to designated areas of the Base.
- 7.7. When the work entails the handling of any toxic or hazardous material, or otherwise creates a potential hazard to safety or health, work shall be conducted in accordance with all laws and regulations of the province of British Columbia including:
 - 7.7.1. Work Safe BC guide for Lead-Containing Paints and Coatings
http://www.worksafebc.com/publications/health_and_safety/by_topic/assets/pdf/LeadContainingPaintCoatings.pdf
 - 7.7.2. Work Safe BC Injury Prevention for Construction – Hazardous Materials
<http://www2.worksafebc.com/Portals/Construction/HazardousMaterials.asp>
- 7.8. Any questions or clarifications on Fire Safety in addition to the requirements stated above shall be directed to and cleared through the Base Fire Chief.
- 7.9. The Base Fire Chief shall be allowed unrestricted access to the work site.
- 7.10. The Supplier shall cooperate with the Base Fire Chief during routine inspections of the worksite.
- 7.11. The Supplier shall immediately remedy all unsafe fire situations observed by the Base Fire Chief.

8. Site Access & Material Storage

Throughout the duration of the contract:

- 8.1. Work shall take place from beginning until completion in accordance with the Degree of Surface Degradation (DSD levels 0 through 4 as per Chap.1, sections 3 & 4 of the MPI Maintenance Repainting Manual) detailed in the Bid Solicitation.
- 8.2. Access directly to and from sited entrances are subject to:
 - 8.2.1. Traffic regulations established by DND;
 - 8.2.2. Security regulations established by DND.

- 8.3. All the Contractor's employees requiring access to controlled areas will be required to obtain passes or identification cards from the Base Identification Unit at the Naden Gate.
- 8.4. Any temporary facilities shall be approved by the Engineer prior to being situated on Base.
- 8.5. The Contractor shall remove temporary facilities from site when directed by the Engineer.
- 8.6. All materials shall:
 - 8.6.1. Be delivered, stored and maintained with the manufacturer's seals and labels intact;
 - 8.6.2. Be stored in accordance with supplier's instructions;
 - 8.6.3. In the specific case of Paint, not be stored in locations where the temperature is less than 10°C, or higher than 49°C.

9. Application

The application of paint and protective coatings must adhere to the following guidelines. The Contractor must:

- 9.1. Not commence repainting unless substrates and all environmental conditions are acceptable for the application of products.
- 9.2. Apply primer, paint or stain in accordance with MPI Painting Manual [Budget] [Premium] Grade finish requirements.
- 9.3. Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- 9.4. Apply primer, paint or stain within an appropriate time frame after cleaning and preparation to prevent weathering or water staining of substrate or before environmental conditions encourage flash-rusting, rusting, contamination or when the manufacturer's paint specifications require earlier applications.
- 9.5. Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- 9.6. Tint each coat of paint progressively lighter to enable confirmation of number of coats.
- 9.7. Unless otherwise approved by the painting inspection agency, apply a minimum of four coats of paint where deep or bright colors are used to achieve satisfactory results.
- 9.8. Sand and dust between each coat to provide an anchor for next coat and to remove defects (runs, sags, etc.) visible from a distance up to 1000 mm (39").
- 9.9. Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- 9.10. To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirement.
- 9.11. Each requirement shall dictate the most applicable product. Special consideration shall be given to "green" products as directed by the Engineer. When practical, no VOC, or low VOC products shall be used.

10. Site Preparation and Maintenance

The Contractor must prepare and maintain the worksite as follows:

- 10.1. Contractor shall not unreasonably encumber the site with materials or equipment.
- 10.2. Contractor shall move products or equipment that is deemed to interfere with operations of the Engineer, other Contractors, or building occupants, as directed by the Engineer.
- 10.3. Uses of DND facilities are not permitted unless approved by the Engineer in writing.
- 10.4. Contractor shall park in areas designated by the Engineer.
- 10.5. All surfaces to be patched and/or repainted shall be prepared in accordance with the Master Painters Institute ®MPI Maintenance Repainting Manual Surface Preparation for exterior

surfaces (chapter 2) and interior surfaces (chapter 3) and done in accordance with (<http://www.specifypaint.ca>) MPI Repaint Surface Preparation Standards, which include:

- 10.5.1. Solvent Cleaning
- 10.5.2. Power Tool Cleaning
- 10.5.3. Pressure Washing & Steam Cleaning
- 10.5.4. Chemical Stripping
- 10.5.5. Abrasive Blast Cleaning
- 10.5.6. Mildew treatment

Protection of Infrastructure

Protection of adjacent infrastructure and equipment for each Contract shall meet or exceed the following minimum standards:

- 10.6. All items interfering with work shall be either relocated or protected.
- 10.7. All surfaces are to be protected from damage. Clean or replace items damaged by work.
- 10.8. All items belonging to tenants that are damaged or marred during the work are to be cleaned, repaired, or replaced as necessary to restore the items to their original condition at no cost to DND.
- 10.9. Drop Sheets are to be provided to protect floor finishes and built-in structures.

11. Equipment

Equipment required to complete the work shall be in accordance with the following:

- 11.1. The Contractor must not use an open flame to remove paint.
- 11.2. Contractor shall provide all lift equipment required to complete preparation and paint work and shall bill DND the rental charges for said equipment. Charges for said equipment shall be no more than the going rate at the time the equipment is being rented, and the Contractor must provide the invoicing to support the charge billed to DND. The Contractor must include the cost of lift equipment rental charges in their bid.
- 11.3. Contractor shall provide all tools or equipment incidental to the trade.
- 11.4. The handling, storage and use of flammable liquids are as per the National Fire Code of Canada 2010, Division B - Acceptable Solutions, Part 4 - Flammable and Combustible Liquids.
- 11.5. The transfer, container storage and handling of flammable and combustible liquids is covered in National Fire Code of Canada 2010, Division B - Acceptable Solutions, Part 4 - Flammable and Combustible Liquids, Section 4.2, specifically clauses 4.2.2 through 4.2.3.3 and 4.2.8 Incidental Use.
- 11.6. No flammable liquids (Class I liquids having a flash point below 38°C (as per NFC 2010, Div B Part 4.1.2.1) shall be used as solvents or cleaning agents.
- 11.7. Contractor shall ensure that all labourers are provided with all the tools and equipment necessary to complete any job.

12. Interior Painting

Interior painting and repairs shall:

- 12.1. Be executed with the least possible interference or disturbance to building occupants, the public and the normal use of the premises. Arrangements are to be made with the Engineer to facilitate execution of work.

- 12.2. When an access key has been issued, ensure the work area is secured prior to leaving the premises.
- 12.3. When in occupied structures, be conducted with temporary dust screens and barriers erected around the work.

13. Ventilation

Ventilation within enclosed areas shall:

- 13.1. Be sufficient to meet health regulations for a safe working environment.
- 13.2. Provide exhaust ventilation to prevent the harmful accumulation of hazardous substances into the atmosphere of occupied areas.
- 13.3. Disperse exhausted gases/substances so as to prevent harmful exposure to personnel.
- 13.4. Continue after the cessation of work processes to ensure the removal of all harmful contaminants.
- 13.5. Be conducted under strict supervision of operation of temporary ventilating equipment so as to:
 - 13.5.1. Ensure compliance with Applicable Codes and Standards
 - 13.5.2. Enforce Safety Precautions
 - 13.5.3. Prevent abuse of services
 - 13.5.4. Prevent damage to finishes
 - 13.5.5. Prevent existing building equipment being used for temporary ventilation.

14. Site Protection and Clean Up

Protection and Clean-Up, the Contractor shall:

- 14.1. Provide sufficient drop sheets to protect the property.
- 14.2. Protect all surfaces against damage and soiling. Should any surface be inadvertently damaged or soiled the Contractor shall repair, replace and/or clean said surfaces at no cost to DND.
- 14.3. Keep rubbish and waste materials to a minimum.
- 14.4. Remove debris and waste material from the work site as often as necessary throughout the course of the contract to prevent the accumulation of such materials on site.
- 14.5. Remove all rubbish and greasy and/or oily material (rags, etc.) from DND property at the end of the working day or shift or as directed. Neither burning, nor storage of waste is permitted.
- 14.6. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned and as recommended by cleaning material manufacturer.
- 14.7. Temporary facilities shall be removed from site when directed by the Engineer.
- 14.8. Upon completion:
 - 14.8.1. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from interior and exterior finished surfaces including glass and other polished surfaces.
 - 14.8.2. Remove debris, surplus materials, tools and equipment from DND property.
 - 14.8.3. Reinstall items removed to perform work.
- 14.9. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

15. Standard of Acceptance

Standard of Acceptance:

http://www.specifypaint.com/Contents_RSM/Chapter6_MISC/Chap6_standards_acceptance.asp

- 15.1. Standard colours shall be provided by the Engineer from a Paint Company (ie: Cloverdale) fan deck.
- 15.2. Colour matching shall be done by taking a sample of the existing paint colour to the paint store for matching.

16. Sanitary Facilities, Electrical Power & Water

Contractor may use the permanent sanitary facilities upon approval of the Engineer.

- 16.1. DND can provide temporary electrical power and water for construction purposes, free of charge.
- 16.2. Connection to existing power supply shall be in accordance with Canadian Electrical Code.
- 16.3. All lines and temporary equipment used to convey the electrical power and water to the project site is the responsibility of the Contractor.
- 16.4. Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND Site representatives at any time without notice.

ANNEX B BASIS OF PAYMENT

The following rates and pricing apply to all work conducted under the Supply Arrangement. GST (as applicable), is extra. Suppliers must provide pricing for all categories and rate periods to be deemed responsive.

1. Material Mark-up

Materials, Equipment and replacement parts (except any free issue items) not incidental to the trade shall be charged at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm **Mark-up of _____%** for both years of the Supply Arrangement, which must be shown as a separate item on the invoice for payment. Verification by providing copies of receipts attached to invoices, or at time of payment, will be requested by the Consignee.

2. Ceiling Rates

The ceiling rates as follows are maximum rates that can be charged for a particular service category under the resulting requirements of the Supply Arrangement, and shall remain in place for each period.

2.1 Labour Categories

Employee Category	OR	Category (fill in the blank with Bidder defined category)	Rate / Hour Arrangement Year 1	Rate / Hour Arrangement Year 2	Rate / Hour Option Year (if exercised)
Journeyman Painter					
Painter's Apprentice					
General Labourer					
		Sub-totals			
			Total - Labour (Year 1 + Year 2 + Option Year)		(A)

2.1.1 Overtime Multiplier

Overtime Multiplier = _____ x Base Rate

If left blank, the assumption shall be made that Overtime shall be applied at 1.5 times the base rates above.

The Overtime Multiplier may only be applied for work conducted outside the standard hours of work defined as:

Monday – Friday, 0800 – 1600 Hours

Overtime must only be conducted at the request of the Identified User.

2.2 Preparation of Surfaces

Ceiling Rates offered shall be inclusive of the cost of materials, consumables, equipment, personal protective equipment, containment, scaffolding, supervision, transportation, and cleanup/disposal of all associated debris.

Heavy Equipment Costs (ie. Scissor Lifts) are not included in the rates. Surfaces prepared include, but

are not limited to gypsum board, plaster, cinderblock, concrete, and assorted wood surfaces.

Preparation of surfaces may include washing, sanding, filling, spot-priming, solvent cleaning, power tool cleaning, pressure washing & steam cleaning, chemical stripping, abrasive blast cleaning, and mildew treatment.

Rate / Hour Arrangement Year 1	Rate / Hour Arrangement Year 2	Rate / Hour Option Year
Total – Surface Preparation		(B)

2.3 Removal of Lead Paint

Ceiling Rate offered shall be inclusive of the cost of materials, consumables, equipment, personal protective equipment, containment, scaffolding, supervision, transportation, cleanup and disposal.

Rate / Hour Arrangement Year 1	Rate / Hour Arrangement Year 2	Rate / Hour Option Year
Total – Lead Paint Removal		(C)

2.4 Painting – Interior & Exterior

Ceiling Rate offered shall be inclusive of the cost of materials, consumables, equipment, personal protective equipment, containment, scaffolding, supervision, transportation, cleanup and disposal.

Heavy Equipment Costs (ie. Scissor Lifts) are not included in the rates. Surfaces painted include, but are not limited to gypsum board, plaster, cinderblock, concrete, and assorted wood surfaces.

Applications required under this category include latex primer sealer, alkyd primer sealer, flat latex, eggshell latex, high performance architectural semi-gloss latex, gloss latex, and ceiling latex.

Rate / Hour Arrangement Year 1	Rate / Hour Arrangement Year 2	Rate / Hour Option Year
Total – Paint Application		(D)

Aggregate Total – Ceiling Rates

Aggregate Total – Labour (A)	Aggregate Total – Surface Preparation (B)	Aggregate Total – Lead Paint Removal (C)	Aggregate Total – Paint Application (D)	Aggregate Total – Ceiling Rates (A+B+C+D)

ANNEX C EVALUATION CRITERIA

Mandatory Technical Criteria

The Supplier must provide proof and/or verification of the Mandatory Technical Criteria herein through supporting documentation such as certificate of qualifications and letters of authenticity from industry associations, as applicable. Failure to provide supporting documentation to verify claims may result in the Arrangement being declared non-responsive.

Item	Mandatory Criteria	Criteria Met? (Y / N)	Reference to supporting materials
1	A minimum of two full time personnel must possess valid Red Seal Journeyman Painter Trade Certification. The Supplier must include valid copies of certificates for all resources possessing this certification, including the Provincial registration numbers.		
2	The Supplier must have a minimum of two (2) years previous experience in the commercial painting services industry.		
3	The Supplier must provide resumes for the manager and service team personnel being offered.		

Point Rated Criteria

The Supplier must demonstrate that the Company and Service Team proposed have the necessary technical/managerial background and experience to carry out the work. This includes any proposed subcontractors as well as to demonstrate that suitable equipment is in place to ensure the service and work can be provided. The Supplier must also demonstrate that they have the necessary expertise to ensure the services requested herein can be provided.

Suppliers' must state their approach and proposed methodology to meet the requirement, the degree of success expected, and any major difficulties that are anticipated and the measures that would be taken to rectify such problems. Suppliers' must ensure the proposal contains sufficient detail to demonstrate their grasp of the requirement and their competence to meet it.

Failure to provide the necessary information required to fully evaluate the Arrangement, will render the submission non-responsive and will be given no further consideration.

The supplier must score at least **59 points** out of the maximum points available in the section subject to point rating. Supplier's who fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

% of pts available	Information and content provided is...
UNSATISFACTORY 0-30 %	insufficient for any evaluation of the services offered.
POOR 31-59%	insufficient for effective evaluation and is considered not acceptable for meeting the services requirements.
FAIR 60-69%	minimal and is considered to be less than acceptable for meeting the services requirements.
GOOD 70-79%	sufficient for evaluation. Services offered are average and will meet the performance of the requirement.
VERY GOOD 80-90%	more than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement.
EXCELLENT 91-100%	Exceptional. Services offered exceed the performance requirements.

All proposals received will be evaluated for their technical and management content utilizing the following point rating: **Total Points available - 84**

Item	Criteria	Points Available
1	Organization & Overall Proposal	
1.1	<p>Organizational Chart – Provide a company organization chart clearly identifying the overall chain of command, including administrative personnel and the service team proposed to perform the work specified herein.</p> <p>Organization Chart – 1 point for including names & positions, 1 point – Identifying the responsibilities of personnel, 1 point – identifying the reporting relationships.</p> <p>Service Team – 2 points per person, maximum of 10 points.</p> <p>Administrative Personnel – 2 points for full-time personnel proposed, 1 point for part-time personnel proposed.</p>	15
1.2	<p>Internal Procedures, Standards & Training</p> <p>Provide details on Company operating procedures, safety standards and staff training plan.</p> <p>Up to 2 points – The Operating Procedures</p> <p>Up to 2 points – The Safety Standards</p> <p>Up to 2 points – Staff Training Plan</p>	6
1.3	<p>Company Materials</p> <p>Outline in sufficient detail, information on product details that you would use in the course of everyday work, taking into consideration environmentally friendly low VOC and/or recycled paint you can acquire that will work sufficiently within both the interior and exterior of DND in relation to the salty environment, rust, durability, etc.</p> <p>Up to 2 points – Availability of Product;</p> <p>Up to 2 points – Environmentally friendly materials used and/or offered.</p>	4
1.4	<p>Company Painting Procedures – Outline in sufficient detail the painting procedures that would be applied in the course of everyday work.</p> <p>Up to 2 points – Site Preparation</p> <p>Up to 2 points – Work & Supervision</p> <p>Up to 2 Points – Coordination with DND</p> <p>Up to 2 points – Site Clean-up</p>	8
	Total	33
2	Management & Staff Qualifications	
2.1	<p>Past Experience</p> <p>Provide an outline of your company's past experience from at least two commercial businesses for which your company has undertaken a Painting project, within the past two (2) years, by providing details on the work, the responsibilities of the company, responsibilities of the manager, overall cost of the project, number of company staff who worked on the project, and letters of reference .</p>	
	<p>Contract 1: Details of Work : Up to 5 Points;</p> <p>Company Responsibilities : Up to 2 points;</p> <p>Managerial Responsibilities : Up to 2 points;</p> <p>Project Cost: 1 point - between \$10,000 and \$ 25,000, 2 points - \$ 25,000+;</p> <p>Number of Staff : 1 point – 1 to 3 people; 2 points – 3+ people;</p> <p>Letter of Reference – 2 points if provided.</p>	15
	<p>Contract 2: Details of Work : Up to 5 Points;</p> <p>Company Responsibilities : Up to 2 points;</p> <p>Managerial Responsibilities : Up to 2 points;</p> <p>Project Cost: 1 point - between \$10,000 and \$ 25,000, 2 points - \$ 25,000+;</p>	15

	Number of Staff : 1 point – 1 to 3 people; 2 points – 3+ people; Letter of Reference – 2 points if provided.	
2.2	Management Experience – Provide detail on the experience and expertise of the manager proposed to manage the service team. 2 points – 2 years experience in the Painting Services industry; 3 points – 4 years experience in the Painting Services industry; 4 points – 6 years experience in the Painting Services industry; 5 points – 8+ years experience in the Painting Services industry; No partial points shall be awarded for this criterion.	5
2.3	Service Team Experience - Provide detail on the experience and expertise of the service team. 1 point for each personnel with 2 years experience in the Painting Services Industry, 2 points for each personnel with 4+ years experience in the Painting Services Industry. A maximum of 4 proposed personnel will be evaluated under this criterion.	8
2.4	Provide copies of Red Seal "Painter" Trade Certificates for all relevant service team personnel proposed. 2 points for each personnel proposed possessing a Valid Red Seal Journeyman "Painter" Trade Certificate. A maximum of 4 proposed personnel will be evaluated under this criterion.	8
	Total	51
	Minimum Score Required	59
	Evaluated Total Points	84

Solicitation No. - N° de l'invitation
W0103-136005/A
Client Ref. No. - N° de réf. du client
W0103-136005

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-3-36147

Buyer ID - Id de l'acheteur
vic210
CCC No./N° CCC - FMS No/ N° VME

ANNEX E
SECURITY REQUIREMENTS CHECK LIST

See the following pages



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WO103-136005

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unclassified

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
DND		CFB ESQUIMALT	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To furnish all: i) labour; ii) materials; iii) tools; and iv) supervision required for the surface preparation and interior/exterior painting of infrastructure (ie: office buildings; warehouses; garages; roadways; dormitories; etc.)			
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
5. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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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: If the contractor is required to access higher security zones, escort will be provided.

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 - SAFEGUARD (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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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	COMSEC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

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

☒ No
Non

☐ Yes
Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Security Classification / Classification de sécurité
unclassified

PARTICIPANT AUTHORIZATION / PARTICIPANT AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Rick Arnot

Title - Titre

Contract Supervisor

Signature

Telephone No. - N° de téléphone
250-363-7648

Facsimile No. - N° de télécopieur
250-363-5324

E-mail address - Adresse courriel
Richard.Arnott@forces.gc.ca

Date

23 Apr 2013

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

Name (print) - Nom (en lettres moulées)

Harry Graham - CF MP GP HQ - Industrial Security
Senior Security Analyst

Tel: 613-949-1035 / Fax: 613-949-1069

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

03 May 2013

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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Yes

Yes

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Torrey Buchanan

Title - Titre

Supply Officer

Signature

Telephone No. - N° de téléphone
250-363-3247

Facsimile No. - N° de télécopieur
250-363-0396

E-mail address - Adresse courriel
torrey.buchan@forces.gc.ca

Date

2013-10-23

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

Name (print) - Nom (en lettres moulées)

Anna Kulycka

Contract Security Officer, Contract Security Division

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

May 8, 2013