

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet HVAC Control Maintenance	
Solicitation No. - N° de l'invitation W4M00-13C370/B	Date 2014-01-30
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-202-8880	
File No. - N° de dossier WPG-3-36215 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-07	
Time Zone Fuseau horaire Central Standard Time CST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kozak, Tammy	Buyer Id - Id de l'acheteur wpg202
Telephone No. - N° de téléphone (204) 984-8825 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 WCE Contracts Bldg 100 PO Box 17000 Stn Forces Winnipeg Manitoba R3C 3Y5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W4M00-13C370/A dated 2013-12-18 with a closing of 2014-01-28 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

HVAC CONTROL MAINTENANCE

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wpg202

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DND

WPG-3-36215

List of Annexes:

Annex "A"	Statement of Work
	Appendix A1 - Federal Halocarbon Regulations
Annex "B"	Basis of Payment
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Annex "D"	Insurance - Specific Requirements
Annex "E"	DND 626, Task Authorization Form
Annex "F"	Task Authorization Reporting Form

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

2. Summary

There is a requirement to provide servicing, programming, and repairs to Honeywell Controls connected to and servicing HVAC equipment within various DND facilities as detailed in the Statement of Work. The period of the Contract will be from date of Contract award (estimated February 01, 2014 to January 31, 2016 with Canada retaining the irrevocable option to extend the period for THREE (3) additional consecutive one (1) year period.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

For services requirements, Bidders 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 bid solicitation

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred (100) days

2. Submission of Bids

Bids 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 bid solicitation.

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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder 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. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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>). To assist Canada in reaching its objectives, bidders 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: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

- a) Ability to perform the full scope of the work described in Annex "A".
- b) Provision of pricing as requested in Annex "B", Basis of Payment for all of the items shown in the Proposed Basis of Payment.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list
(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**1. Security Requirement**

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting 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 website.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

1.1.1.1 The Project Authority will provide the Contractor with a description of the task using form DND626.

1.1.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.

1.1.1.3 The Contractor must provide the Project Authority, within 5 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

1.1.1.4 The Contractor must not commence work until a TA signed by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.1.5 The task description, inclusive of any amendment, of any Work must fall within the scope of the Statement of Work, Annex "A"; and

1.1.1.6 All Work performed under a TA must be completed and accepted by the Project Authority on or before the expiry date of the Contract.

1.2.2 Task Authorization Limit

Individual TAs initiated by the Project Authority must not exceed \$10,000.00 (GST/HST included), inclusive of any amendments. Individual TAs exceeding this amount must be negotiated and signed by the Contract Authority before issuance.

1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5 of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with

paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex G. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

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

1.2.5. Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each Contract with a task authorization process. This record must contain:

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

(i) the amount (GST or HST extra) specified in the Contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the Contract with task authorizations to the Contracting Authority.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

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

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

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

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

4. The Contractor/Offeror must comply with the provisions of the:
(a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
(b) Industrial Security Manual (Latest Edition).

4. Term of Contract**4.1 Period of the Contract**

The period of the Contract will be from August 01, 2014 to July 31, 2016 inclusive.

4.2 Option to Extend the Contract

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The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) 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 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____ TO BE DETERMINED _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ to be determined . Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ to be determined . Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Monthly Payment

SACC Manual clause H1001C (2008-05-12) Monthly Payment

7.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

8. Invoicing Instructions

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

9. Certifications

9.1 Compliance

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

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

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

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 Articles of Agreement;
- (b) the general conditions 2035 (2013-06-27) General Conditions - Higher Complexity - Services ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex E, Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____,

12. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

13. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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 ten (10) 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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File No. - N° du dossier

WPG-3-36215

Buyer ID - Id de l'acheteur

wpg202

CCC No./N° CCC - FMS No/ N° VME

ANNEX A**STATEMENT OF WORK**

See Attached Document

ANNEX B**BASIS OF PAYMENT****1. INSTRUCTIONS**

1.1. It is MANDATORY that bidders submit prices/rates for the period of the proposed contract and the option years in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Proposal.

1.2. Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bidders' proposal will be changed to reflect the quantities stated in the RFP.

1.3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

1.4 The quantities and estimates specified below are provided for evaluation purposes only.

1.5 MARK-UP - The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

1.6 LAID-DOWN COST - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

2. FINANCIAL EVALUATED TOTAL

* The Extended Price for Parts / Materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$2000.00 estimated expenditure; 10% mark-up quoted = \$2000.00 + (\$2000.00 x 10%) = \$2200.00

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

BID EVALUATION TOTAL

Contract Year 1	\$ _____
Contract Year 2	+ \$ _____
Option Year #1	+ \$ _____
Option Year #2	+ \$ _____
Option Year #3	+ \$ _____
TOTAL BID PRICE	\$ _____

Contract Period Year 1 – TO BE DETERMINED AT CONTRACT AWARD.

Item #	Description	Estimated Hours/ Quantity	Unit Of Issue	Firm Unit Price	Extended Price
1	LABOUR - All inclusive price (including travel time and first hourly rate) for direct or productive labour used exclusively in work on a call-out.	20	hr	\$	_\$
2	Call Out Rate – All inclusive rate for <u>travel to Portage la Prairie only</u> . This rate includes the return trip and first. Rate must include all vehicle expenses and labour. No additional charges will be paid.	5	ea	\$	\$
2	PARTS/MATERIALS - Material and replacement parts (except free issue) to be in accordance with your laid down cost, plus _____% mark-up (not to exceed manufacturer's suggested retail list price).	2000	\$	\$	_\$
Total bid price for evaluation - Contact Year 1					\$

Contract Period Year 2 – TO BE DETERMINED AT CONTRACT AWARD.

Item #	Description	Estimated Hours/ Quantity	Unit Of Issue	Firm Unit Price	Extended Price
1	LABOUR - All inclusive price (including travel time and first hourly rate) for direct or productive labour used exclusively in work on a call-out.	20	hr	\$	_\$
2	Call Out Rate – All inclusive rate for <u>travel to Portage la Prairie only</u> . This rate includes the return trip and first. Rate must include all vehicle	5	ea	\$	\$

	expenses and labour. No additional charges will be paid.				
2	PARTS/MATERIALS - Material and replacement parts (except free issue) to be in accordance with your laid down cost, plus _____% mark-up (not to exceed manufacturer's suggested retail list price).	2000	\$	\$	_\$
Total bid price for evaluation - Contact Year 2					\$

Option Year 1 – TO BE DETERMINED AT CONTRACT AWARD.

Item #	Description	Estimated Hours/ Quantity	Unit Of Issue	Firm Unit Price	Extended Price
1	LABOUR - All inclusive price (including travel time and first hourly rate) for direct or productive labour used exclusively in work on a call-out.	20	hr	\$	_\$
2	Call Out Rate – All inclusive rate for <u>travel to Portage la Prairie only</u> . This rate includes the return trip and first. Rate must include all vehicle expenses and labour. No additional charges will be paid.	5	ea	\$	\$
2	PARTS/MATERIALS - Material and replacement parts (except free issue) to be in accordance with your laid down cost, plus _____% mark-up (not to exceed manufacturer's suggested retail list price).	2000	\$	\$	_\$
Total bid price for evaluation - Option Year 1					\$

Option Year 2 – TO BE DETERMINED AT CONTRACT AWARD.

Item #	Description	Estimated Hours/ Quantity	Unit Of Issue	Firm Unit Price	Extended Price
1	LABOUR - All inclusive price (including travel time and first hourly rate) for direct or productive labour used exclusively in work on a call-out.	20	hr	\$	_\$
2	Call Out Rate – All inclusive rate for <u>travel to Portage la Prairie only</u> . This rate includes the return trip and first. Rate must include all vehicle expenses and labour. No additional charges will be paid.	5	ea	\$	\$
2	PARTS/MATERIALS - Material and replacement parts (except free issue) to be in accordance with your laid down cost, plus _____% mark-up (not to exceed manufacturer's suggested retail list price).	2000	\$	\$	_\$
Total bid price for evaluation - Option Year 2					\$

Option Year 3 – TO BE DETERMINED AT CONTRACT AWARD.

Item #	Description	Estimated Hours/ Quantity	Unit Of Issue	Firm Unit Price	Extended Price
1	LABOUR - All inclusive price (including travel time and first hourly rate) for direct or productive labour used exclusively in work on a call-out.	20	hr	\$	_\$
2	Call Out Rate – All inclusive rate for <u>travel to Portage la Prairie only</u> . This rate includes the return trip and first. Rate must include all vehicle expenses and labour. No additional charges will be paid.	5	ea	\$	\$
2	PARTS/MATERIALS - Material and replacement parts (except free issue) to be in accordance with your laid down cost, plus _____% mark-up (not to exceed manufacturer's suggested retail list price).	2000	\$	\$	_\$
Total bid price for evaluation - Option Year 3					\$

ANNEX C**SECURITY REQUIREMENTS CHECK LIST**

(see attached document)

IMPORTANT NOTICE TO BIDDERS**Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information via email to Tammy Kozak at ***tammy.kozak@pwgsc.gc.ca***.

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following web site:

<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

ANNEX D**INSURANCE REQUIREMENTS**

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. The Commercial General Liability policy must include the following:
2. 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.
 - 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.

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ANNEX "F"

DND 626 TASK AUTHORIZATION FORM

(See attached document)

ANNEX G**TASK AUTHORIZATION USAGE FORM**

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL REPORT (We have not done any business with Canada under this Contract, for this period).

SEND TO:

WST-PA-____@pwgsc-tpsgc.gc.ca

Or

Facsimile: (____) ____ - ____

DEPARTMENT OF NATIONAL DEFENCE
SPECIFICATION
CONTROLS MAINTENANCE - HEATING, VENTILATION,
AND AIR-CONDITIONING EQUIPMENT

1 SITE OF WORK

- .1 17 Wing Various Buildings: North Site and satellite locations as follows:

Satellites:

Portage La Prairie, Manitoba:

- .1 Portage La Prairie Armoury, 143 Second Street South East,
 Manitoba, R1N 1S1.
- .2 17 Wing Winnipeg, North Site:
 .1 2117 Ness Avenue
 .2 438 Conway Street

2 EQUIPMENT TO BE SERVICED

- .1 There is a requirement to provide servicing, programming, and repairs to Honeywell Controls connected to and servicing HVAC equipment within various DND facilities

3 WORK INCLUDED

- .1 The Contractor must provide all labor, material, tools, equipment, transportation, supervision, and administration necessary to repair heating, ventilation, and air conditioning equipment at the various locations on an "as required basis only."
- .2 Service must be on a 24-hour basis.
- .3 The Contractor must be available on a 24hr/7 day a week basis and provide the Project Authority a telephone number at which the Contractor or the Contractor's representative may be contacted at all times. A telephone answering service is not acceptable.
- .4 The Contractor must not refuse any service call from the Project Authority and must carry out the service within four (4) hours of receipt. All requests will be confirmed in writing on form DSS 942.
- .5 After award of the Contract, the Project Authority will provide the Contractor with a list of people who are authorized to order service.

4 SECURITY REQUIREMENT

- .1 The Contractor is required to supply the names of all personnel that will require access to 17 Wing and its associated units to the Project Authority upon issuance of Standing Offer and on a regular basis as employees change or as requested by the Project Authority.

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- .2 This requirement is in place to ensure quick access to 17 Wing and associated units. If a Contractor's employee name is not provided in advance, the Contractor's employee may experience delays in getting access. Any time lost while the Contractor's employees are waiting for access due to names not being forwarded to the Project Authority, will be the responsibility of the Contractor.

5 WORK ESTIMATES

- .1 The Project Authority will normally request an approximate cost for call-ups, in which case a verbal estimate is acceptable.
- .2 If a "Quote" is requested a written quote must be faxed to the requesting Project Authority at no cost to DND.

6 WORKMANSHIP AND LICENCES

- .1 Workmanship must be of the highest quality and to the best trade practices.
- .2 Work deemed inferior by the Project Authority must be made good by the Contractor at no cost to the Crown.
- .3 Standing Operating Procedure For Halocarbons-Compliance of these operating procedures is applicable to all equipment and systems containing halocarbons as listed in Schedule 1 of the Federal Halocarbon Regulations.
 - 1. While on DND owned or leased property, every contractor **must** ensure compliance with all applicable Federal, Provincial and/or Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Federal Halocarbon Regulations (FHR), Refrigeration Code of Practice, Canadian Environmental Protection Act, and (CEPA, 1999) and is in compliance with WHMIS. Applicable legislation can be found at the Environment web page: <http://www.ec.gc.ca/> or a copy can be requested from Project Authoritys. The contractor is also responsible for complying with all provincial safety laws and regulations and provincial authorities responsible for enforcing these regulatory instruments. Additionally the contractor must comply with all 17 Wing Winnipeg, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is any confusion, overlap or duplication the most stringent regulation, policy or guideline will apply.
 - 2. In the event of a leak of any size of halocarbons the contractor must immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environmental Officer, Hazmat Officer and Mechanical Supervisor. All clean up, restoration and rehabilitation must be conducted in accordance with the above.
 - 3. Under section 24 of the Manitoba Ozone Depleting Substance (ODS) Regulation 103/94, a person who owns, operates, services, installs or repairs equipment from which there has been a release of an ODS (accidental or not) over 10 kilograms (22 pounds) must report the incident immediately to an Environment Officer. Report the incident by faxing the completed information on ODS Leak report Form to (204) 948-2420 and by calling (204) 945-7017 (toll free 1-800-282-8069 extension 7017 outside Winnipeg). A copy of the

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release report must also be sent to 17 Wing Environment at Fax No. 833-2607.

4. All trades people that install, service, leak test or charge halocarbon refrigeration and air conditioning system must have all of the following: valid Ozone Depletion Prevention Card, a valid Trade Qualification Certificate (TQC) be qualified journeyman or apprentice under the direct supervision of a journeyman. This applies to all sub-contractors who service refrigeration and air conditioning systems. Proof of the above must be provided to the Project Authority upon request.
5. All invoices must be accompanied by the appropriate documentation such as: leak test notice, decommissioning notice, release report, service log. These documents must be in order prior to payment (copies enclosed).
6. The 17 Wing mechanical shop must be informed of all new equipment that contains any refrigerant prior to the equipment arriving at the Wing.
7. Contractors must be responsible for the actions of their employees, agents or sub-contractors.
8. These terms and conditions apply to all contractors performing work on behalf of the Department of National Defence at 17 Wing Winnipeg and associated facilities (including satellite sites). Further information or clarification can be obtained by contacting the Wing Environment Office at (204) 833-2500 extension 2054.

7 MATERIALS

- .1 All materials and parts must conform to or exceed that which is existing.
- .2 Where parts are replaced with other than as specified, the Contractor must replace them with specified parts before claiming payment. No payment will be made for other than specified parts.

8 POST AWARD MEETING

After issuance of the Standing Offer, the Contractor must visit with the Project Authority or the Project Authority's appointed representative to be given job instructions.

9 SAFETY REQUIREMENTS

- .1 General. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the SOA.
- .2 Construction Safety Measures. Observe and enforce construction safety measures required by National Building Code of Canada 1995, provincial government, Workers' Compensation Board, and municipal statutes and authorities.
 - .1 In event of conflict between any provisions of above authorities, Authority having jurisdiction will prevail.
- .3 Work Procedures and Equipment.
 - .1 All work procedures and equipment will be in accordance with legislated standards.
 - .2 A "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base. Hot Work

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permits are issued and controlled by the Wing Fire Chief.

- .4 Unguarded Work Sites. When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked.
- .5 Lockout Procedure. When persons would be placed at risk should the facility, machine or equipment become energized or move during inspection, maintenance, or repair, lockout procedures are required. Lockouts must be initiated by qualified Department of National Defence (DND) trades people although each tradesperson or worker responsible for the job or the equipment/facility will separately lockout.
- .6 Safety Personnel and Responsibility:
 - .1 The Contractor must supply competent personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.
 - .2 DND will monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract document.
 - .3 The Contractor must report to the Project Authority and jurisdictional authorities any accident or incident involving contractor, DND or public personnel and/or property arising from the Contractor's execution of work.
- .7 Delay Due to Health and Safety Regulations Infractions:
 - .1 The Contractor will include all provisions of the contract in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.
 - .2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor will, without additional cost to DND, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the Project Authority to avoid delay in the final completion of the work or any operation thereof.
- .8 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the Wing Fire Chief.
- .9 Overloading. No part of the work shall be loaded to the point which will endanger its safety.
- .10 Falsework. Falsework must conform with CSA S269.1-1975, national, provincial and/or local codes and by-laws governing this type of work.
- .11 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc. in storm or sanitary sewers.

10 HAZARDOUS MATERIALS

- .1 Material Safety Data Sheets must be provided to the Wing Construction Engineering Officer for any controlled product being brought onto 17 Wing.

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11 TERMS AND RESPONSIBILITIES

- .1 The term "labor" is to be interpreted as "direct productive labor" performed on the job site only. Travelling time to and from the job site must not be charged.
- .2 Work slips supplied by the Department of National Defence (DND) or similar type of reporting form in use by the Contractor, as approved by the Project Authority, must be completed for each job and one copy submitted with invoices. Work slips must show:
 - .1 building number or address,
 - .2 work performed,
 - .3 time of arrival and departure,
 - .4 signature of building occupant or some other responsible person, and
 - .5 serviceperson's signature.
- .3 When two or more jobs are included in one call out, the Contractor will be entitled to charge the "first hourly rate" only once. Travelling time between job sites on one call may be claimed if charged for in labor rates.
- .4 "First hourly rate" must not be charged on subsequent call backs to check operation or to replace temporarily installed parts, etc.

12 RESPONSIBILITIES

- .1 The Contractor must provide daily work sheets showing start and completion times of each job performed against this contract.
- .2 Contractor to submit Hazardous Assessment Condition report as requested by the Project Authority

13 CLEAN UP

On completion of the workday, the Contractor must remove all dirt and debris resulting from the carrying out of the Contractor's work, and must leave the job site in a neat and tidy condition, to the complete satisfaction of the Project Authority. Replaced parts are to be returned to the Refrigeration Maintenance Shop, Building 77.

14 INVOICES

- .1 All invoices submitted for payment must be accompanied by the DSS/MSS 942 (call up against standing offer)
- .2 Invoices are to include a breakdown as follows:
 - .1 Rates of pay and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, must be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Goods and Services Tax (GST) to be shown as a separate item.
 - .5 Where sub-contracting is involved, a copy of sub-contractor's paid invoice must accompany the invoice against the requisition.
 - .6 Where discount or mark-up is applicable, please indicate separately.

- .3 Invoices submitted for payment against this SOA that are not

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properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

15 STANDING OPERATING PROCEDURE FOR HALOCARBONS

- .1 The enclosed Standing Operating Procedure (SOP) and Federal Halocarbon Regulations must be followed whenever a contracting agency is called upon to perform refrigeration or air-conditioning work directly associated with the recovery, charging, or leak testing of systems.
- .2 The form entitled "Contractors" must be completed for all related call-ins, plus any additional applicable form(s) such as Service Log, Leak Test Notice, Add New System, Disposal or Decommissioning Notice and Halocarbon Release Report which is attached at Appendix A1.
- .3 Once completed, these forms are to be sent to the Refrigeration and Maintenance (RM) Shop and Wing Environmental Services for inputting into the Federal Halocarbon Management System (FHMS).
- .4 For further information, please do not hesitate to contact the Wing Environment office at 833-2500 extension 5042.

SOR/99-255

Registration 17 June 1999

CANADIAN ENVIRONMENTAL PROTECTION ACT, 1999

FEDERAL HALOCARBON REGULATIONS

P.C. 1999-1124 17 June, 1999

Whereas, pursuant to subsection 55(1) of the *Canadian Environmental Protection Act*, The Minister of the Environment published in the *Canada Gazette*, Part 1, on August 29, 1998, a copy of the proposed *Federal Halocarbon Regulations*, substantially in the annexed form;

And whereas the Governor in Council is of the opinion that no other Act of Parliament expressly provides for the making of regulations regulating halocarbons that result in the protection of the environment and that apply to federal works or undertakings or federal lands, as provided for in the annexed Regulations;

Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, and with the concurrence of the Minister of Agriculture and Agri-Food, the Minister of the Environment, The Minister of Canadian Heritage, the Minister of Citizenship and Immigration, the Minister of Finance, the Minister of Fisheries and Oceans, the Minister of Foreign Affairs, the Minister of Health, the Minister of Human Resources Development, the Minister of Indian Affairs and Northern Development, the Minister of Industry, the Minister for International Cooperation and Minister responsible for Francophonie, the Minister for International Trade, the Minister of Justice and Attorney General of Canada, the Minister of Labour, the Minister of National Defence, the Minister of National Revenue, the Minister of Natural Resources and Minister responsible for the Canadian Wheat Board, the Minister of Transport, the President of the Treasury Board and Minister responsible for Infrastructure, the Minister of Public Works and Government Services, the President of the Queen's Privy Council for Canada and Minister of Intergovernmental Affairs, the Minister of Veterans Affairs and Secretary of State (Atlantic Canada Opportunities Agency), and the Solicitor General of Canada, pursuant to subsection 54(1) and section 59 of the *Canadian Environmental Protection Act*, hereby makes the annexed *Federal Halocarbon Regulations*.

a R.S., c. 16 (4th Supp.)

FEDERAL HALOCARBON REGULATIONS

INTERPRETATION

1. The definitions in this section apply in these Regulations.

"Act" means the *Canadian Environmental Protection Act, 1999*. (*Loi*)

"air conditioning system" means an air conditioning system, as well as any associated equipment, that contains or is designed to contain a halocarbon refrigerant. (*système de climatisation*)

"appropriate container" means a container that is designed and manufactured to be refilled and to contain a specific type of halocarbon. (*contenant approprié*)

"ASHRAE" means the American Society of Heating, Refrigeration and Air-Conditioning Engineers. (*ASHRAE*)

"bromofluorocarbon" means a fully halogenated bromofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of bromine and fluorine. (*bromofluorocarbure*)

"certificate" means a certificate indicating successful completion of an environmental awareness course in recycling, recovery and handling procedures of halocarbon refrigerants as outlined in the Refrigerant Code of Practice and accepted in three or more provinces. (*certificat*)

"certified person", in respect of a refrigeration system or an air conditioning system, means a service technician who holds a certificate. (*personne accréditée*)

"charging" means to add a halocarbon to a system. (*charger*)

"chlorofluorocarbon" or "CFC" means a fully halogenated chlorofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of chlorine and fluorine. (*chlorofluorocarbure ou CFC*)

"fire extinguishing system" means fire extinguishing or fire suppression equipment including portable or fixed equipment, that contains or is designed to contain a halocarbon fire extinguishing agent. (*système d'extinction d'incendie*)

"halocarbon" means a substance set out in Schedule 1, whether existing alone or in a mixture, and includes isomers of any such substance. (*halocarbure*)

"hydrobromofluorocarbon" or "HBFC" means a hydrobromofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of hydrogen, bromine and fluorine. (*hydrobromofluorocarbure ou HBFC*)

"hydrochlorofluorocarbon" or "HCFC" means a hydrochlorofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of hydrogen, chlorine and fluorine. (*hydrochlorofluorocarbure ou HCFC*)

"hydrofluorocarbon" or "HFC" means a hydrofluorocarbon each molecule of which contains only carbon, hydrogen and fluorine atoms. (*hydrofluorocarbure ou HFC*)

"leak" means a release of a halocarbon from a system. (*fuite*)

"military vehicle" means a vehicle that is used in combat, or in a combat support role, but does not include an administrative vehicle. (*véhicule militaire*)

"owner", in respect of a system that is located in Canada, means the department, board or agency of the Government of Canada, the person or the Indian Band that

- (a) carries on any federal work or undertaking where they are the holder of a right in or have possession, control or custody of, or care for, operate, administer or may dispose of a system that is part of the federal work or undertaking;
- (b) is the holder of a right in or has possession, control or custody of, or cares for, operates, administers or may dispose of a system that is the property of Her Majesty in right of Canada and that is on or in federal land or aboriginal land. (*propriétaire*)

"perfluorocarbon" or "PFC" means a fully fluorinated fluorocarbon each molecule of which contains only carbon and fluorine atoms. (*perfluorocarbone ou PFC*)

"portable fire extinguisher" means a cylinder or cartridge containing a halocarbon that is used for extinguishing or suppressing fires, that weighs no more than 25 kg and that can be carried or wheeled to the site of a fire. (*extincteur portatif*)

"purge system", in respect of a purge unit on a low-pressure refrigeration system or air conditioning system, means the actual unit, including any associated exhaust recovery equipment. (*système à vidange*)

"reclaimed", in respect of a halocarbon, means recovered, re-processed and upgraded through processes such as filtering, drying, distilling and treating chemically in order to restore the halocarbon to industry-accepted re-use standards that have been verified by chemical analysis. (*régénéré*)

"recovered", in respect of a halocarbon, means

- (a) collected after it has been used; or
- (b) collected from machinery, equipment, a system or a container during servicing or before dismantling, disposal of or decommissioning the machinery, equipment, system or container. (*recupéré*)

"recycled", in respect of a halocarbon, means recovered and, if needed, cleaned by a process such as filtering or drying, and re-used to recharge systems. (*recyclé*)

"Refrigerant Code of Practice" means the *Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems*, as amended from time to time, made under paragraph 8(1)(d) of the Act and published by the Department of the Environment. (*Code de pratique en réfrigération*)

"refrigeration system" means a refrigeration system, as well as any

associated equipment, that contains or is designed to contain a halocarbon refrigerant. (*système de réfrigération*)

"release" has the same meaning as in subsection 3(1) of the Act except that it does not include, in respect of a fire extinguishing system, a release for the purpose of fighting a fire not caused for training purpose. (*rejet*)

"service", in respect of a system, includes any modification, topping-up, maintenance, repair, moving, dismantling, decommissioning, disposal, start-up and testing of the system, but does not include testing related to the manufacture and production of the system. (*service*)

"ship" has the same meaning as in subsection 66(1) of the Act. (*navire*)

"small air conditioning system" means an air conditioning system that is not contained in a vehicle and that has a refrigeration capacity of less than 19 kW as rated by the manufacturer. (*petit système de climatisation*)

"small refrigeration system" means a refrigeration system that is not contained in a vehicle and that has a refrigeration capacity of less than 19 kW as rated by the manufacturer. (*petit système de réfrigération*)

"solvent system" means an application or system that employs halocarbons as solvents, including cleaning applications and associated equipment containing or designed to contain a halocarbon solvent. It does not include halocarbons used in a laboratory as analytical standards or laboratory reagents or halocarbons in a process in which they are being converted to another substance or are generated but are ultimately converted to a different substance. (*système de solvants*)

"system", unless the context requires otherwise, means an air conditioning system, a fire extinguishing system, a refrigeration system or a solvent system. (*système*) SOR/2000-105, s. 6.

APPLICATION

2. These Regulations apply to federal land, aboriginal land and federal works and undertakings referred to in section 207 of the Act. SOR/2000-105, s. 7.

PROHIBITIONS

3. Subject to subsection 7(2) and section 16, no person shall release or allow or cause the release of a halocarbon that is contained in

- (a) a refrigeration system or any associated container or device;
- (b) an air conditioning system or any associated container or device;
- (c) a fire extinguishing system or any associated container or device, except to fight a fire that is not a fire caused for training purposes; or
- (d) a container or equipment used in the re-use, recycling,

reclamation or storage of a halocarbon.

4. (1) Subject to section 28, effective six months after the coming into force of these Regulations, no person shall install a system that operates or is intended to operate with halocarbons listed in any of items 1 to 8 of Schedule 1.

(2) Subject to section 28, effective January 1, 2005, no person shall install a system that operates or is intended to operate with a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent in a solvent system.

5. (1) Effective six months after the coming into force of these Regulations, no person shall use a halocarbon listed in any of items 1 to 8 of Schedule 1 as a solvent in a solvent system.

(2) Subject to section 29, effective January 1, 2005, no person shall use a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent in a solvent system.

6. (1) No person shall store, transport or purchase a halocarbon unless it is in an appropriate container.

(2) Subsection (1) does not apply in respect of halocarbons used in a laboratory as analytical standards or laboratory reagents.

RECOVERY

7. (1) Subject to subsection (2), a person that installs, services, leak tests or charges a halocarbon to a refrigeration system, an air conditioning system or a fire extinguishing system, or that does any other work on any of those systems that may result in the release of a halocarbon, shall recover, into an appropriate container, any halocarbon that would otherwise be released during those procedures.

(2) A person that covers halocarbons from a fire extinguishing system shall use recovery equipment with a transfer efficiency of at least 99% as defined in section 6.3 of the publication ULC/ORD-C1058.5-1993, entitled *Halon Recovery and Reconditioning Equipment*.

8. (1) Before dismantling, disposing of or decommissioning any system, a person shall recover halocarbons into an appropriate container.

(2) A person that disposes of or decommissions a system that contains a halocarbon shall place a notice on the system containing the information set out in item 1 of Schedule 3.

(3) No person shall remove a notice referred to in subsection (2) except to replace it with another such notice.

(4) In case of the dismantling, disposing of or decommissioning of any system, the owner shall keep a record of the information contained in the notice referred to in subsection (2).

INSTALLATION, SERVICING, LEAK TESTING AND CHARGING

Refrigeration Systems and Air Conditioning Systems

9. (1) Only a certified person may install, service, leak test or charge a halocarbon to a refrigeration system or an air conditioning system or do any other work on the system that may result in the release of a halocarbon.

(2) A person who does any of the work referred to in subsection (1) shall do it in accordance with the Refrigerant Code of Practice.

(3) Except when recommended in the Refrigerant Code of Practice, no person shall charge a refrigeration system or an air conditioning system with a halocarbon listed in any of items 1 to 8 of Schedule 1 for the purpose of leak testing the system.

10. (1) A certified person who conducts a leak test on a refrigeration system or an air conditioning system shall place a notice on the system containing the information set out in item 2 of Schedule 3.

(2) No person shall remove a notice referred to in subsection (1) except to replace it with another such notice.

(3) The owner shall keep a record of the information contained in the notice referred to in subsection (1).

11. (1) Subject to subsection (2), the owner shall conduct a leak test, at least once every 12 months, of all of the components of a refrigeration system or an air conditioning system that comes into contact with a halocarbon.

(2) Subsection (1) does not apply to small refrigeration systems and small air conditioning systems, or to air conditioning systems that are designed for passengers in motor vehicles.

12. Subject to section 14, no person shall charge a refrigeration system or an air conditioning system unless

- (a) the system has been leak tested before charging; and
- (b) if a leak was found, the certified person notifies the owner and the owner repairs the leak.

13. Subject to section 14, the owner shall, in respect of a refrigeration system or an air conditioning system, within seven days after the day on which a leak from the system is detected,

- (a) repair the leak;
- (b) isolate the leaking portion of the system and recover the halocarbon from that portion; or
- (c) recover the halocarbon from the system pending repair of the leak.

14. (1) If it is necessary to continue operating the system to prevent an immediate danger to human life or health, sections 12 and 13 do not apply during the period in which the danger persists, up to a maximum of seven days after the day on which the danger was identified by the owner.

(2) In the situation referred to in subsection (1), the following conditions apply:

- (a) the person who charged the refrigeration system or air conditioning system shall notify the owner immediately; and
- (b) the owner shall, within 14 days after receiving notice under paragraph (a), submit a written record to the Minister describing
 - (i) the circumstances leading up to the immediate danger to human life or health and the nature of the danger,
 - (ii) the amount of halocarbon charged to the system, and
 - (iii) the expected date of repair of the leak or recovery of the remaining halocarbon from the system.

15. After January 1, 2000, no person shall charge an air conditioning system that is designed for passengers in motor vehicles with a halocarbon listed in any of items 1 to 8 of Schedule 1.

16. Effective one year after the coming into force of these Regulations, no person shall install or operate or permit the operation of a purge system unless it does not emit more than 0.1 kg of halocarbons per kilogram of air purged to the environment.

FIRE EXTINGUISHING SYSTEMS

17. No person shall install, service, leak test or charge a halocarbon to a fire extinguishing system or do any other work on the system that may result in the release of a halocarbon, except in accordance with the requirements of the publication ULC/ORD-C1058.18-1993, entitled *The Servicing of Halon Extinguishing Systems*.

18. No person shall charge a fire extinguishing system with a halocarbon listed in any of items 1 to 8 of Schedule 1 for the purpose of leak testing the system.

19. (1) Subject to subsection (2), the owner shall leak test all fire extinguishing systems at least once every 12 months in accordance with the requirements of the publication referred to in Section 17.

(2) Subsection (1) does not apply to portable fire extinguishers.

20. Subject to section 23, no person shall charge a fire extinguishing system unless

- (a) the system has been leak tested before charging; and
- (b) if a leak was found, the person notifies the owner and the owner repairs the leak.

21. (1) Subject to subsection (2) and section 23, no person shall service a fire extinguishing system without first

- (a) notifying the owner of the intended service; and
- (b) placing a notice on the control panel of the system to indicate that it is out of operation during the period of

service.

(2) Paragraph (1)(b) does not apply to portable fire extinguishers.

22. Subject to section 23, the owner shall, in respect of a fire extinguishing system, within seven days after the day on which a leak from the system is detected,

- (a) repair the leak;
- (b) isolate the leaking portion of the system and recover the halocarbon from that portion; or
- (c) recover the halocarbon from the system pending repair of the leak.

23. (1) If it is necessary to continue operating the system to prevent an immediate danger to human life or health, sections 20 to 22 do not apply during the period in which the danger persists, up to a maximum of seven days after the day on which the danger was identified by the owner.

(2) In the situation referred to in subsection (1), the following conditions apply:

- (a) the person who charged the fire extinguishing system shall notify the owner immediately; and
- (b) the owner shall, within 14 days after receiving notice under paragraph (a), submit a written record to the Minister describing
 - (i) the circumstances leading up to the immediate danger to human life or health and the nature of the danger,
 - (ii) the amount of halocarbon charged to the system, and
 - (iii) the expected date of repair of the leak or recovery of the remaining halocarbon from the system.

24. Subject to section 29, no person shall charge a portable fire extinguisher with a halocarbon listed in any of items 1 to 8 of Schedule 1, except for use on aircraft, a military vehicle or a military ship.

SERVICE LOGS

25. (1) Effective six months after the coming into force of these Regulations, the owner of a refrigeration system, an air conditioning system or a fire extinguishing system shall maintain a written record, or a record in electronic format acceptable to the Minister, in which the information set out in item 3 or 4, as the case may be, of Schedule 3 is entered whenever the system is installed, serviced, leak tested or charged or if any other work is done on it that may result in the release of a halocarbon.

(2) Effective six months after the coming into force of these Regulations, the owner of a solvent system shall maintain a written record, or a record in electronic format acceptable to the Minister, in which the information set out in item 5 of Schedule 3 is entered

whenever the system is charged with more than 10 kg of a halocarbon.

(3) Subsection (1) does not apply to small refrigeration systems and small air conditioning systems for personal use.

RELEASE REPORTS

26. In the event of a release of 100 kg or more of a halocarbon, the owner shall submit the following reports to the Minister:

- (a) within 24 hours after the day on which the release is detected, a verbal or written report, or an electronic report in a format acceptable to the Minister, that indicates the type of halocarbon released and the type of system from which it is released; and
- (b) within 14 days after the day on which the release is detected, a written report, or an electronic report in a format acceptable to the Minister, that indicates the information set out in item 6 of Schedule 3.

27. (1) Subject to subsection (2), if more than 10 kg but less than 100 kg of a halocarbon is released from a system, the owner shall submit to the Minister a report, in written format or in an electronic format that is acceptable to the Minister, that contains the information set out in item 6 of Schedule 3.

(2) The owner shall submit the release report required by subsection (1) for each calendar half-year, not later than 30 days after the day on which the half-year ends.

PERMITS

28. (1) An owner shall submit to the Minister an application for a permit on a form that the Minister provides, which contains the information set out in item 7 of Schedule 3, if the owner proposes to install

- (a) a fire extinguishing system that operates or is intended to operate with a halocarbon listed in any of items 1 to 8 of Schedule 1 as a fire extinguishing agent; or
- (b) a solvent system that operates or is intended to operate with a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent.

(2) Subject to section 31, the Minister shall issue the permit, valid for five years beginning on the date of issuance, if the owner, on the form,

- (a) declares that no technically and financially feasible alternative exists that could have a relatively lower environmental and health impact compared to the system for which the permit is being requested; and
- (b) describes the steps that will be taken to minimize emissions of the halocarbon from the system if the total

system capacity incorporates more than 10 kg of the halocarbon.

29. (1) An owner shall submit to the Minister an application for a permit on a form that the Minister provides, which contains the information set out in item 8 of Schedule 3, if the owner proposes to charge

- (a) a portable fire extinguisher that is not to be used on an aircraft, military ship or military vehicle with a halocarbon listed in any of items 1 to 8 of Schedule 1; or
- (b) a solvent system with a halocarbon listed in item 10 or 11 of Schedule 1.

(2) Subject to section 31, the Minister shall issue the permit if the owner declares, on the form, that no technically and financially feasible alternative exists that could have a relatively lower environmental and health impact compared to the portable fire extinguisher or the solvent system for which the permit is being requested.

FALSE OR MISLEADING INFORMATION

30. [Repealed, SOR/2000-105, s.8]

31. (1) The Minister may refuse to issue or may cancel a permit issued under subsection 28(2) or 29(2) if any false or misleading information has been submitted in support of the application for the permit.

- (2) The Minister shall not cancel a permit unless the Minister
 - (a) has provided the person with written reasons for the cancellation; and
 - (b) has given the person an opportunity to be heard, either by written or oral representations in respect of the cancellation.

RECORDS, REPORTS AND NOTICES

32. (1) The owner shall keep all records, reports and notices required by these Regulations in Canada for a period of at least five years beginning on the date of their issuance.

(2) The owner shall make available to the Minister all records, reports and notices required by these Regulations within any reasonable time that is established in the request. The Minister shall use such documents only to assess the effectiveness of these Regulations.

(3) Subject to subsections (4) and (5), the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to a system at the premises or site at which the system is located.

(4) In the case of a system at an unoccupied premises or site, the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to that system at a single location occupied by the owner.

(5) In the case of a system used on a means of transport, the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to that system at a single location occupied by the owner.

COMING INTO FORCE

33. These Regulations come into force on July 1, 1999.

SCHEDULE 1 (Sections 1, 4, 5, 9, 15, 18, 24, 28 and 29) LIST OF HALOCARBONS

Item Halocarbon

1. Tetrachloromethane (carbon tetrachloride)
2. 1,1,1-trichloroethane (methyl chloroform),
not including 1,1,2-trichloroethane
3. Chlorofluorocarbons (CFC)
4. Bromochlorodifluoromethane (Halon 1211)
5. Bromotrifluoromethane (Halon 1301)
6. Dibromotetrafluoroethane (Halon 2402)
7. Bromofluorocarbons other than those set out in
items 4 to 6
8. Hydrobromofluorocarbons (HBEC)
9. Hydrochlorofluorocarbons (HCFC)
10. Hydrofluorocarbons (HFC)
11. Perfluorocarbons (PFC)

SCHEDULE 2 [Repealed, SOR/2000-105, s. 9]

SCHEDULE 3 (Subsections 8(2) and (4) and 10(1) and sections 25 to 29) INFORMATION TO BE CONTAINED IN FORMS

	Column 1	Column 2	Column 3
	Provision of		Information to be
<u>Item</u>	<u>Regulations</u>	<u>Type of Form</u>	<u>Contained on Form</u>
1.	8(2)	Disposal or Decommissioning Notice for a System	(a) name and address of owner (b) name of operator (c) location of the system (d) name of service technician (e) certificate number (if applicable) (f) service company name (if applicable) (g) type and quantity of halocarbon and date recovered

			<ul style="list-style-type: none"> (h) type and capacity of system (i) final destination of system
2.	10(1)	Leak Test Notice for Refrigeration System and Air Conditioning System	<ul style="list-style-type: none"> (a) name and address of owner (b) name of operator (c) location of the system (d) name of certified person (e) certificate number (f) service company name (if applicable) (g) type of halocarbon contained in system (h) dated list of leak tests, leaks detected and leak repairs
3.	25(1)	Refrigeration System or Air Conditioning System Service Log	<ul style="list-style-type: none"> (a) name and address of owner (b) name of operator (c) location of the system (d) name of certified person (e) certificate number (f) service company name (if applicable) (g) description of equipment (h) dated list of leak tests, leaks detected and leak repairs (i) type and quantity of halocarbon and date recovered (j) type and capacity of system
4.	25(1)	Fire Extinguishing System Service Log	<ul style="list-style-type: none"> (a) name and address of owner (b) name of operator (c) location of the system (d) name of service technician (e) certificate number (if applicable) (f) service company name (if applicable) (g) extinguisher location, serial number and weight (h) dated list of leak tests, leaks detected and leak repairs (i) type and quantity of halocarbon and date recovered (j) type and capacity of system
5.	25(2)	Solvent System Service Log	<ul style="list-style-type: none"> (a) name and address of owner (b) name of operator (c) location of the system (d) name of service technician (e) certificate number (if applicable) (f) service company name (if applicable)

			(g) type and quantity of halocarbon and date added to the system (h) type and capacity of system
6.	26(b) and 27	Halocarbon Release Report	(a) name and address of owner (b) type and quantity of halocarbon released (c) date of release (d) type of system and equipment data (e) circumstances leading to the release, corrective action and actions to prevent subsequent releases
7.	28(1)	Request for a Permit to Install a Fire Extinguishing System or Solvent System	(a) name and address of applicant (b) type and weight of halocarbon (c) system capacity (d) request for confidentiality under sections 19 to 22 of the Act (e) the declaration referred to in subsection 28(2) and explanation as to why alternatives were not selected
8.	29(1)	Request for a Permit to Charge a Portable Fire Extinguisher or Solvent System with a Halocarbon	(a) name and address of applicant (b) type and weight of halocarbon (c) request for confidentiality under sections 19 to 22 of the Act (d) the declaration referred to in subsection 29(2) and explanation as to why alternatives were not selected

STANDING OPERATING PROCEDURE FOR HALOCARBONS

Compliance of these operating procedures is applicable to all equipment and systems containing halocarbons as listed in Schedule 1 of the Federal Halocarbon Regulations.

1. While on DND owned or leased property, every contractor **shall** ensure compliance with all applicable Federal, Provincial and/or Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Federal Halocarbon Regulations (FHR), Refrigeration Code of Practice, Canadian Environmental Protection Act, and (CEPA, 1999) and is in compliance

with WHMIS. Applicable legislation can be found at the Environment web page: <http://www.ec.gc.ca/> or a copy can be requested from 17 Wing Contracts. The contractor is also responsible for complying with all provincial safety laws and regulations and provincial authorities responsible for enforcing these regulatory instruments. Additionally the contractor shall comply with all 17 Wing Winnipeg, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is any confusion, overlap or duplication the most stringent regulation, policy or guideline shall apply.

2. In the event of a leak of any size of halocarbons the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environmental Officer, Hazmat Officer and Mechanical Supervisor. All clean up, restoration and rehabilitation shall be conducted in accordance with the above.

3. Under section 24 of the Manitoba Ozone Depleting Substance (ODS) Regulation 103/94, a person who owns, operates, services, installs or repairs equipment from which there has been a release of an ODS (accidental or not) over 10 kilograms (22 pounds) must report the incident immediately to an Environment Officer. Report the incident by faxing the completed information on ODS Leak report Form to (204) 948-2420 and by calling (204) 945-7017 (toll free 1-800-282-8069 extension 7017 outside Winnipeg). A copy of the release report must also be sent to 17 Wing Environment at Fax No. 833-2607.

4. All tradespeople that install, service, leak test or charge halocarbon refrigeration and air conditioning system must have all of the following: valid Ozone Depletion Prevention Card, a valid Trade Qualification Certificate (TQC) be qualified journeyman or apprentice under the direct supervision of a journeyman. This applies to all sub-contractors who service refrigeration and air conditioning systems.

5. All invoices must be accompanied by the appropriate documentation such as: leak test notice, decommissioning notice, release report, service log. These documents must be in order prior to payment.

6. The 17 Wing mechanical shop must be informed of all new equipment that contains any refrigerant prior to the equipment arriving at the Wing.

7. Contractors shall be responsible for the actions of their employees, agents or sub-contractors.

8. These terms and conditions apply to all contractors performing work on behalf of the Department of National Defence at 17 Wing Winnipeg and associated facilities (including satellite sites). Further information or clarification can be obtained by contacting the Wing Environment Office at (204) 833-2500 extension 2054.

I have read, understand, and agree to comply with the above stipulations.

Contractor's Signature

Date

17 Wing/OPI

Date

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d’achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.



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SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
Defence Department		17 Wing Winnipeg
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
N/A	N/A	
4. Brief Description of Work / Brève description du travail		
Maintenance and repairs to HVAC controls located within various DND buildings.		
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 <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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 <input type="checkbox"/> Yes Non 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 <input checked="" type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <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 <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

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

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

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☐ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ 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
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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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 COMSEC 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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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

DH Wallin

Title - Titre

17 Wing Contracts Officer

Signature

Telephone No. - N° de téléphone

204-471-2113

Facsimile No. - N° de télécopieur

204-833-2622

E-mail address - Adresse courriel

darcy.wallin@forces.gc.ca

Date

2013-08-22

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

Name (print) - Nom (en lettres moulées)

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

Title - Titre

Signature

Telephone No. - N° de téléphone

Tel: 613-948-1035 / Fax: 613-949-1069

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

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

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

☐ No
☒ Yes

☐ Non
☒ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

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

Name (print) - Nom (en lettres moulées)

Paul Lepinski

Title - Titre

Contract Security Officer

Signature

Telephone No. - N° de téléphone

613 957-1294

Facsimile No. - N° de télécopieur

613 954-4171

E-mail address - Adresse courriel

Paul.Lepinski@

Date

07-OCT-2013

pwgsc.gc.ca