

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Inspection of Contractors Work and Safety Procedure
8. Documentation required on Project Files
9. Insurance Requirements
10. SACC Manual Clauses

List of Annexes:

- Annex "A" - Requirement
Annex "B" - Basis of Payment
Annex "C" - Security Requirement Checklist (SRCL)
Annex "D" - Insurance Requirements
Annex "E" - Standing Offer Reporting Requirements
Annex "F"- Offeror's General Information

List of Attachments:

Attachment 1 to Annex "B" – Basis of Payment Form

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- Annex "A" - Requirement
- Annex "B" - Basis of Payment
- Annex "C" - Security Requirements Checklist
- Annex "D" - Insurance Requirements
- Annex "E" - Standing Offer Reporting Requirements
- Annex "F" - Offeror's General Information

The Attachments include:

Attachment 1 to Annex "B" – Basis of Payment Form

2. Summary

Regional Master Standing Offer (RMSO) is required for the provision of all labour, materials, tools, transportation, equipment and supervision required to carry out Substance Testing of building materials (either onsite or off-site in the company laboratory) on an "as and when required" basis for any Government of Canada building in the Ontario Region except at 4 DCSG Garrison Petawawa, Ontario. This will include testing for: Asbestos, lead in paint, mold and other substances that could pose a hazard to occupants and construction personnel. It is anticipated that one (1) firm will be issued a standing offer for each of the four geographic areas listed in ANNEX "B".

Should one Offeror provide the lowest evaluated price for multiple locations, PWGSC will issue one (1) Standing Offer including all applicable locations.

The period of the Standing Offer is for three (3) years inclusive.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

3. Security Requirement

There is a security requirement associated with this requirement. For additional information consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents web site.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Financial Offer (one (1) hard copy **and** one (1) soft copy)
Section II: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

Offerors must submit their financial offer in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1. Hard (Paper) Copy: One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

2. Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting that offerors send in an electronic copy of Excel file(s), by courier or by e-mail by the date, time and place indicated on page 1 of the Request for Standing Offers to the following address:

Kingston.procurement@pwgsc.gc.ca

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

1.1.1 Mandatory Financial Criteria

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

- a) Offers must be submitted on Attachment 1 to Annex "B" - Basis of Payment Form. Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment Form, other than the addition of Applicable Location(s), Unit Pricing, and Discount Percentage Pricing.
- b) Offers must not contain any condition or qualification placed upon the offer.
- c) Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.
- d) In Attachment 1 to Annex "B" – Basis of Payment Form, the Offer must indicate which location(s) the offer applies to.
- e) Offerors must provide prices for all items listed in Attachment 1 to Annex B

1.1.2 Financial Evaluation Criteria

Offers for each location listed in Annex "B" will be evaluated individually. The extended price for the location will be calculated by multiplying the estimated usage values by the Offeror's corresponding unit price or discount or markup percentage. The evaluated price for a location is the aggregate of all the extended prices for all pricing periods for the location.

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer for the corresponding area.
- 2.2** It is the intention of the Crown to issue One (1) Standing Offer for each location listed in Annex "B" to satisfy this requirement. Should one (1) Offeror provide the lowest evaluated price for multiple locations, PWGSC will issue one (1) Standing Offer indicating all applicable locations.

3. Security Requirement

- 3.1** Before issuance of a standing offer, the following conditions must be met:
- (a) the Offeror must hold a valid organization security clearance as indicated in Part 6A - Standing Offer;
- 3.2** Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3.3** For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contract, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.1.3 Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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 FPS. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror'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 Reduction Program

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

If so, the Offeror must provide the following information:

Name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

1.1.4 Documents Required

(a) a copy of the company's or their subcontractor's certification by the Canadian Association for Laboratory Accreditation Inc. (CALA), NVLAP, or Institut de recherche Robert-Sauve en santé et en sécurité du travail (IRSST);

(b) a copy of the company's insurance certificate which meets or exceeds the coverage specified herein;

(c) a copy of the company's Worker's Compensation certificate for all applicable employees

(d) a copy of the company's most recent, signed Health and Safety Policy as it relates to this work.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror will provide service in accordance with the Requirement at Annex A of Regional Master Standing Offer (RMSO) for the provision of all labour, materials, tools, transportation, equipment and supervision required to carry out Substance Testing of building materials (either onsite or off-site in the company laboratory) on an "as and when required" basis for any Government of Canada building in the Ontario Region except at 4 DCSG Garrison Petawawa, Ontario. This will include testing for: Asbestos, lead in paint, mold and other substances that could pose a hazard to occupants and construction personnel.

2. Security Requirement

1. The **Contractor/Offeror** must, at all times during the performance of the Contract/Standing Offer, **hold a valid Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror **personnel** requiring access to sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from the date of issuance of the Standing Offer, from _____ to _____ inclusive. (*Canada will insert information at time of issuance*).

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Herb Choquette
Title: Supply Team Leader

Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone: (613) 536 - 4874
Facsimile: (613) 545 - 8067
E-mail address: herb.choquette@pwgsc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative (*Canada will insert information at time of issuance*)

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11, except 4 DCSG Garrison Petawawa, Ontario.

7. Call-up Procedures

The Identified User may only place call-ups with the Standing Offer holder for the applicable location, as specified in Annex "B". There is only one Standing Offer holder for each location.

7.1 For each call-up issued to the offeror, the Identified user will provide a specific scope of work in accordance with para 4 "Technical Requirements" of the Specification. The scope of work may be included in the text of the call-up document or as an attachment.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 - Call-Up Against a Standing Offer, or equivalent Departmental Call-Up Document.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) 2010C (2014-06-26) General Conditions - Services (Medium Complexity;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List (SRCL) ;
- h) Annex D, Insurance Requirements
- i) Annex E, Standing Offer Reporting Requirements
- j) Annex F, Offeror's General Information
- k) the Offeror's offer dated _____ (*Canada will insert information at time of issuance of the offer*)

11. Certifications

11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2014-06-26) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of 2010C (2014-06-26) General Conditions - Services (Medium Complexity, will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. 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.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid a firm price, as stipulated in the call-up, calculated in accordance with Annex B – Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

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

5.2 Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work in accordance with Treasury Board Travel Directive for "Travellers" which is available at: <http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php>

Additional information is available at: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp

5.3 SACC Clauses Incorporated by Reference

Travel and Living Expenses C4001C dated 2010-01-11

5.4 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

5.5 Method of Payment

SACC *Manual* clause H1008C (2008-05-12), Monthly Payments

5.6 Payment by Credit Card (*if Offeror has accepted payment by credit card(s), otherwise remove*)

The following credit card is accepted: _____ (*Canada will insert information at time of issuance*)

OR

The following credit cards are accepted: _____ (*Canada will insert information at time of issuance*)

6. 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.

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) purchase order number and the Standing Offer number;
- d) description of the services.

7. Inspection of Contractors Work and Safety Procedure

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

8. Documentation required on Project Files

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

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

9. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements 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.

10. SACC Manual Clauses

A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A9068C	Government Site Regulations	2010-01-11
A9039C	Salvage	2008-05-12
M3800C,	Estimates,	2006-08-15

Annex "A", Statement of Work

1) Identification

The requirement is to supply all labour, materials supervision, transportation and equipment required to carry out Substance Testing (either onsite or off site in company lab) for and any Federal Government building or property. On an "as requested" basis. The primary use of this service will be to provide hazardous substance reports and air monitoring services relating to building renovations.

2) Standards

- A) Perform work in accordance with the latest edition of the applicable Federal and Provincial codes and regulations including but not limited to:
- i. National Building Code of Canada, "Regulation Respecting Asbestos on Construction Projects and in Building and Repair Operations" made under the Occupational Health and Safety Act, Ontario Regulation 278/05 (O. Reg 278/05) including all amendments to date.
 - ii. Ontario Regulation 837 including all amendments to date for designated substance-asbestos.
 - iii. Ontario Regulation 490/09 including all amendments to date for designated substances.
 - iv. Ontario Regulation 558/00 including all amendments to date for environmental protection act.
 - v. Ontario Regulation 347 including all amendments to date for waste management ref designated substance and environmental protection.
 - vi. Adoption of Standard; For the purpose of the above Regulation , the method and procedures for establishing whether material is asbestos-containing material and for establishing asbestos content and the type of asbestos shall be in accordance with the following standard: US Environmental Protection Agency. Test Method EPA/600/R-93/116: Method for the determination of Asbestos in Bulk Building Materials. June 1993.
 - vii. Bulk samples are to be analyzed according to methods accepted by the Ontario Ministry of Labour, Occupational Health and Safety Division, using their "Code" to the determination of asbestos or mould from bulk samples.
 - viii. Samples analysis shall be undertaken according to the "Code for the Determination of Asbestos from Bulk Samples", included in O. Reg 278/05 including all amendments to date.
 - ix. Samples analysis for Lead shall be in accordance with Ontario Ministry of Labour's maximum allowable limits.
 - x. Air monitoring for lead will follow Ontario Ministry of Labour Code for Measuring Airborne Lead Mar.1981
 - xi. Mould guidelines: Canadian Construction Association (CCA 82-2004)
 - xii. Mould guidelines: Environmental Abatement Council of Ontario (EACO)

When there is a conflict between the codes and regulations the strictest requirement shall be applied.

B) Lead Sampling Standards

- i. Collect and analyze surface contamination samples (wipe samples) according to US HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June, 1995. Collect a minimum area of 100 cm².
- ii. Submit blind field blanks with each group of samples; minimum of 1 blank per 10 or fewer samples. Samples will be analyzed in laboratories deemed proficient for lead analysis under the quality control program of the Canadian Association of Environmental Analytical Laboratories (CAEAL).
- iii. Collect and analyze lead in paint samples. Samples shall be taken of a known area, minimum of 4 cm², and analyzed for total lead. The results shall be expressed in units of milligrams per square centimetre. Samples shall be analyzed in laboratories proficient for lead analysis under the quality control program of the Canadian Association of Environmental Analytical Laboratories (CAEAL).
- iv. Perform on-site measurement of lead in paint by the use of a spectrum-based X-Ray Fluorescence (XRF) analyzer.

3) Qualifications of Personnel and Laboratories

Personnel and Laboratories performing Work under this Standing Offer shall meet or exceed the following requirements:

- A. National Voluntary Laboratory Accreditation Program (NVLAP) certification numbers for all laboratories to be utilized by the Contractor for all analysis except for Phase Contrast Microscopy (PCM) air samples.
- B. Phase Contrast Microscope (PCM) or TEM analysis must be performed by personnel and laboratory included in American Industrial Hygiene Association (AIHA), Asbestos Analyst Register (AAR), or Canadian Association for Laboratory Accreditation Inc. (CALA) or by Institut de recherche Robert-Sauvé en santé et en sécurité du travail (IRSST), or participation in the Proficiency Aptitude Testing (PAT) Programme.
- C. Inspector Qualifications: The Inspector (for on-site work) must have attended, as a minimum, a three (3) day training course on asbestos control (AC), a three (3) day training course on mould control (MC), a three (3) day training course on lead paint hazards and abatement (LPHA) and have inspected five (5) asbestos removal projects. Individuals who have obtained a Certified Industrial Hygienist (CIH) or a registered Occupational Hygienists (ROH) will be considered as having met AC and LPHA, the CIH or ROH will still have to meet the requirement for inspection of five (5) asbestos projects and inspection of five (5) mould projects. The inspector must provide proof of their qualifications to the Technical Authority each time they commence a project.

4) **Foreseeable Safety Hazards**

- A. Ontario Occupational Health and Safety Act R.S.O. 1990 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. 1990.
- B. Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act.
 - i. The means small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement;
 - ii. Canada will identify the common medium to high risk tasks. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service provider's review and subsequent safety plan must be communicated to Canada and their employees should not be relegated to a simple "one size fits all format. Each situation must be tailored specifically in writing to the project at hand.
 - iii. Canada will require task specific safety plans with proof of attendance of all the service providers employees, sub contracted employees and if required Canada's effected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement / task.
- C. Canada's due diligence will be exercised by the Project Authority by verifying that the service provider:
 - i. has an established and current safety program in force for all employees under contract for this requirement;
 - ii. has complied with all applicable WSIB legislation;
 - iii. has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
 - iv. is providing their own supervision for safety aspects of the project.
 - v. is performing the work in a safe manor using the correct protective equipment.
- D. If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
 - i. The Project Authority will identify the hazard to the service provider's responsible person, who is identified in their safety plan.

- ii. If the unsafe work practice continues the Project Authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices.
- iii. Canada may require that the service provider replace their personnel if those personnel are repeatedly performing unsafe work.

E Common Medium to High Risk Hazards

This is not an all inclusive list but these are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:

- i. Exposure to unexploded ordinance (UXO). When work on this requirement is on a military establishment there is a UXO risk. CFB Borden has known UXO risks. Each base has a written procedure for access to known areas with UXO hazards. Even in areas that do not require special UXO training, service providers must ensure they inform staff that if for any reason they see what may be a UXO, they must not investigate closer, leave the area and inform the appropriate authorities.
- ii. Excavation -Extreme care and planning for all excavations (manual and machine) before commencing.
- iii. Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution. Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.
- iv. Working at heights - Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).
- v. Working in confined space - DND Canada has many different types of confined spaces. Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. Service providers must comply with Canada's confined space access policy including entry permit process.
- vi. Hot work - Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on

all projects where there is risk of working on steam lines or coming in close proximity.

- vii. Working with chemicals- Many projects require the use of chemicals to complete them. Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will service provider's chemicals be disposed of in any location or system on Canada's property.
- viii. Traffic control - In many facilities, Canada maintains its own road system and emergency services responders. Under no circumstances shall the service provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses. In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with service provider's employees.
- ix. Exposure to pressure vessels - many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants. The service provider must ensure that a qualified person is in attendance at all times when installing or maintaining pressure vessels. Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels
- x. Requirement to lock out potential energy sources - Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources.
- xi. Other - at the time of work, if there is other, and there are many known hazards, the Technical Authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

5) Technical Requirements

- A. A company representative must complete the fire safety Construction/Demolition Sites Appendix A and return it to the Technical Authority.
- B. A drawing and / or a clear description of requirement will be provided to the contractor by the technical authority for onsite testing.
- C. All work layouts will be approved by Technical Authority prior to work begins.
- D. All work layouts must allow for protection of the public and/or government personnel working in and around testing areas. Arrangements will be made through the technical authority to provide adequate notice if required, in advance of starting date to enable occupants to be removed, to relocate or to be advised as to

-
- protection for contents of the building. The contractor assumes all risk of loss, damage or injury to person(s) or property caused by the contractor, his servants, agents or employees.
- E. Observe and enforce construction safety measures required by Canadian Safety Code, Provincial Government, Workmen's Compensation Board and Municipal statutes and authorities.
 - F. Technician working in contaminated areas shall follow the set regulation to ensure their safety.
 - G. Contractor shall be responsible for shipping of samples from work site to testing lab via courier providing delivery within 24 hrs.
 - H. For samples that will be taken by Canada's Personnel, the contractor shall provide required equipment and adequate training on proper sampling methods / chain of custody. On site visits by the contractor or his representative may be necessary from time to time to provide sample analysis.
 - I. Lead results shall be reported in a unit of measure that indicates the amount of lead present. Percentage type results are not acceptable.
 - J. Lab results will be returned to the technical authority by facsimile within 24 hrs for asbestos and one week for lead and mould. Alternate response times will be specified at the time of call up.
 - K. Phase Contrast Microscopy (PCM) shall be taken on regular intervals as per the regulation and samples to be analysis on site and results to be included in report provided to the technical authority.
 - L. Operation of air monitoring equipment to be performed by qualified technicians. (Timings for air monitoring could include weekend and evening hours of work.
 - M. Contractor to provide sampling protocol to the technical authority for unknown substances to include the following:
 - i. diagnosis to include chemical breakdown of substance.
 - ii. a full written report to technical authority on substance being tested (if substance is a hazardous material or not and suggestions on disposal or removal of substance).
 - iii. will be required to work with emergency services agencies.
 - iv. no media (public release of info) on substance being tested.
 - v. strict chain of custody on substance and on a positive result on a hazardous substance security of sample for possible criminal investigations
 - N Unless otherwise specified the Contractor will be responsible for the restoration of the surfaces and areas after they have completed the testing.
 - O Cleaning will consist of daily policing and clean-up for the duration of the work period. On completion of the work requirement, all tools, equipment, surplus materials and debris will be removed from the work area and the site left in a clean and tidy condition. At no time will the Contract use Canada's dumpsters inside or outside buildings. All debris is to be removed off site and disposed of according to Federal, Provincial and Municipal guidelines, by-laws, regulations and laws.

ANNEX "B"
BASIS OF PAYMENT

Estimated Usages

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.

OFFERORS SUBMITTING DIFFERENT OFFER PRICES FOR MORE THAN ONE LOCATION MUST COMPLETE A BASIS OF PAYMENT FORM FOR EACH LOCATION. IF PRICING PROVIDED IS TO REMAIN THE SAME FOR ALL SPECIFIED LOCATIONS THEN ONLY ONE BASIS OF PAYMENT FORM IS REQUIRED. THE FINANCIAL OFFER MUST INDICATE THE APPLICABLE LOCATION(S).

Area of Standing Offer

The Offeror must indicate which of the following geographic areas their pricing by inserting the number(s) and or the names of the areas in the space below. The Offeror may copy these pages as required if they are submitting offers with different pricing for different areas.

Area 1 boundaries: Clarington to Hamilton to Guelph to Barrie to Halliburton

Area 2 boundaries: North of Barrie to Sudbury to Owen Sound to Meaford (including North Bay area)

Area 3 boundaries: Clarington to Cornwall to Smiths Falls to east of North Bay

Area 4 boundaries: Brantford south to Lake Erie to east shore of Lake Huron to Kitchener.

The National Capital Region is not included in any of the areas listed in this document.

Pricing Periods:

Year 1 – Issuance of Standing Offer to One Year later (*Canada will insert dates at time of award*);

Year 2 – (*Canada will insert dates at time of award*);

Year 3 - (*Canada will insert dates at time of award*).

Call in Rates for Work on-site in Item "A" is an all inclusive fee which includes travel expenses (both ways), overhead, direct labour, and profit to provide the first hour of on-site sampling and analysis for all personnel required to perform the tasks as described in Annex "A". This rate does not include rates stated in items B, C or D. The call in rate is not applicable if the contractor's personnel are already on site. The call in rate is applicable only once per call up.

Meals and Accommodations are not included in the all inclusive rates and will be paid in accordance with Treasury Board Travel Guidelines.

Labour Rate is an all inclusive fee for additional labour after the first hour onsite for all personnel required to perform the tasks as described in Annex "A".

Regular Hours: From 8:00 a.m. to 4:00 p.m. Monday to Friday except Federal Statutory Holidays

Outside of Regular Hours: All other times not included in regular hours.

Sampling Equipment Usage Fee or Rental Fee is an all inclusive fee for the actual time that the equipment is being used to perform the work described in Annex "A".

Expendable Materials for Testing is an all inclusive fee for the actual materials consumed during the sampling.

Off-site Laboratory Testing Fees is an all inclusive fee for off-site analysis of the samples collected.

Samples collected by User will be either sent via courier or delivered by User to the lab designated by the Contractor. Samples collected by the Contractor are to be delivered by the Contractor to his lab or sent via courier (paid for by the Contractor).

SEE ELECTRONIC ATTACHMENT FOR ATTACHMENT 1 to ANNEX "B" – BASIS OF PAYMENT FORM



Contract Number / Numéro du contrat e6tor-rm19
Security Classification / Classification de sécurité UNCLASSIFIED

ANNEX "C"

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 Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Ontario Region/Acquisitions	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Sampling and Testing of Building Material for lead, mold, asbestos, PCBs or other toxins		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
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:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat e6for-rm19
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat e6tor-rm19
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	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? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non 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? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

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



Contract Number / Numéro du contrat e6tor-rm19
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Choquette, Herb	Title - Titre Supply Specialist	Signature
Telephone No. - N° de téléphone 613-536-4874	Facsimile No. - N° de télécopieur 613-545-8067	E-mail address - Adresse courriel herb.choquette@pwgsc.gc.ca
		Date 2014/07/07

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

Name (print) - Nom (en lettres moulées) von Zuben, John	Title - Titre SO	Signature 	<small>f. Digitally signed by VonZuben, John DN: c=CA, o=GC, ou=PWGSC-TPSGC, cn=VonZuben, John Date: 2014.07.09 10:07:06 -0400</small>
Telephone No. - N° de téléphone 416-512-5968	Facsimile No. - N° de télécopieur 416-952-6481	E-mail address - Adresse courriel John.vonZuben@pwgsc.gc.ca	Date 2014-07-09

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Herb Choquette	Title - Titre SUPPLY TEAM LEADER	Signature
Telephone No. - N° de téléphone 613 536-4874	Facsimile No. - N° de télécopieur 613 545-8067	E-mail address - Adresse courriel
		Date 2014/07/07

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

Name (print) - Nom (en lettres moulées) Suzanne Hopkins	Title - Titre Contract Security officer	Signature
Telephone No. - N° de téléphone 613-954-0258	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Suzanne.hopkins@pwgsc-tpsgc.gc.ca
		Date July 9/14

Annex D, Insurance Requirements

1. Commercial General Liability Insurance

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. For work at CFB Trenton the CGL must be no less than \$5,000,000 per accident or occurrence and in the annual aggregate.

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

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- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2.0 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

3.0 Environmental Impairment Liability Insurance

- 1 The Contractor must obtain "Contractors Professional 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2 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.
- 3 The "*Contractors Professional Liability*" policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: 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.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - (f) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

4.0 Errors and Omissions Liability Insurance

- 4.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 4.2 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.
- 4.3 The following endorsement must be included:

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

ANNEX "E"

Standing Offer Reporting Form

Please send to the Standing Offer authority named herein.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer		(Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description	Item Quantity	Date of Order	Date of Delivery	Value of Order (not including HST)

Annex "F"
Offeror's General Information

Supplier Contacts

Name and telephone number of the person responsible for:

General Enquiries

Delivery Follow-up

Name: _____

Name: _____

Telephone No.: _____

Telephone No.: _____

Facsimile No.: _____

Facsimile No.: _____

E-mail address: _____

E-mail address: _____

After Hours / Emergency Contact:

Name: _____

Telephone No.: _____

Cell Phone / Pager No.: _____