

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux publics et services gouvernementaux

Kingston Procurement

Des Acquisitions Kingston

86 Clarence Street, 2nd floor

Kingston

Ontario

K7L 1X3

Bid Fax: (613) 545-8067

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux

Kingston Procurement

Des Acquisitions Kingston

86 Clarence Street, 2nd floor

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Ontario

K7L 1X3

Title - Sujet Freight Transfer Equipment Inspection	
Solicitation No. - N° de l'invitation W0125-15K003/A	Date 2015-12-22
Client Reference No. - N° de référence du client W0125-15-K003	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-519-6779
File No. - N° de dossier KIN-5-44068 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-26	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613)536-4874 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SUPPLY CUSTOMER SUPPORT FLIGHT STN FORCES P.O.BOX 1000 ASTRA Ontario K0K3W0 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Requirement, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The work under this Standing Offer Agreement (SOA) comprises the furnishing of all labour, material and equipment required for the inspection, servicing and maintenance of freight transfer equipment. Work will be performed as and when required. It is the intention of Canada to issue one (1) Standing Offer for this requirement.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 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

2.1 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) (<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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 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.

2.3 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 question(s) 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.

2.4 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.

2.5 Former Public Servant – Competitive Requirements

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 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:

- a. name of former public servant;
- b. 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 Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on January 19, 2016 at 10:00 a.m. local time at Base Construction Engineers' Conference Room, second floor 14 Alert Blvd. St. CFB Trenton.

The duration of the site visit will be a minimum of 4 hours and a maximum of 8 hours. Bidders or their representatives must attend the entire mandatory site visit to comply with Canada's Mandatory Requirement for attendance.

Bidders must communicate with the Contracting Authority no later than 3 days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or do not send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors 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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Mandatory Financial Criteria

To be compliant the Offeror must:

- a) Provide firm unit pricing for all of the items in accordance with Annex "B", Basis of Payment, in Canadian currency.

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP incoterms 2000, Canadian customs duties and excise taxes included.

The Extended Item Price for the year pricing period will be calculated as follows: The Offered price will be multiplied by the estimated yearly usage.

Evaluated Price

The Evaluated Price is the sum of all the Extended Items Prices for all pricing periods and pricing basis.

4.2 Basis of Selection

4.2.1 An offer must comply with the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.

4.2.2 Canada will select for issuance of the standing offer, the compliant Offeror with the lowest Evaluated Price.

When notified by the Standing Offer Authority the selected Offerors must provide all information required in part 5 entitled "Certifications" by the date set out in the notification or their offer will be non-compliant.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.3 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE WO125-15K003

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 D;
 - (b) Industrial Security Manual (Latest Edition).

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

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 "A". 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: December 1st to February 28th (or 29th) ;
- 2nd quarter: March 1st to May 31st ;
- 3rd quarter: June 1st to August 31st;
- 4th quarter: September 1st to November 30th.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Date of Award to April 30th, 2018

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, from 1 May 2018 to 30 April 2019 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Herb Choquette
Title: Supply Team Leader
Public Works and Government Services Canada
Ontario Region
Kingston Procurement
Address: 86 Clarence Street, 2nd floor, Kingston, ON K7L 1X3

Telephone: 613-536-4874
Facsimile: 613-545-8067
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

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

7.5.2 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.

7.5.3 Offeror's Representative

(The offeror's representative will be identified in the call-up against the Standing Offer)

General information & Follow-up on delivery

Name: _____
Title: _____
Organization: _____
Address: _____

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

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are: Military and Department of Defence Officials at the Canadian Forces Bases at Trenton, Kingston and Borden, Ontario.

7.7 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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.9 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2015-09-03), General Conditions – Services (Medium Complexity)
- e) Annex A, Requirement
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) Annex D, Security Requirement Check List
- i) the Offeror's offer dated _____ .

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7.12 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 _____.

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.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of the 2010C (2015-09-03), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract, *for a cost of \$* (insert at the time of call-up) 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.

7.4.2 Limitation of Price

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

7.4.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4.4 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
B1501C (2006-06-16), Electrical Equipment.

7.4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.5 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Annex "A", Statement of Work

1. a. General

The work under this Standing Offer Agreement (SOA) comprises the furnishing of all labour, material and equipment required for the inspection, servicing and maintenance of freight transfer equipment as shown on the agreement and/or in the specification. Work will be initiated on an as and when required basis.

b. Work Included

Work to freight transfer equipment covered in this SOA includes, but is not necessarily confined to the following:

- (1) Inspection on all equipment semi-annually.
- (2) Servicing and maintenance of freight transfer equipment as specified and/or indicated.

2. SITE ACCESS

The movement of men, material and equipment within the Wing and building shall be subject to the approval of the Wing Construction Engineering Officer (WCEO) or his representative hereafter referred to as the Technical Authority (TA).

3. STANDARDS

a. Throughout the various sections and subsections of this specification reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the drawings and specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.

- i. Canadian Standards Association (CSA)
- ii. National fire Code (NFC)
- iii. Canada Labour Code (CLC)
- iv. Ontario Health and Safety Act (OHSA)
- v. Workers Compensation Act (WCA)

4. REFERENCE TO TRADE NAMES

When trade names are used in this specification they are not necessarily restrictive unless specifically noted. The acceptability of materials other than those specified shall be determined by the Engineer or Technical Authority (TA).

5. ACCEPTABILITY OF MATERIAL

a. The acceptance of materials other than those specified shall be determined by the Wing Construction Engineering Officer or representative in advance of the use by the contractor.

b. Request for acceptance of non-specified materials shall be submitted in writing to:

8 Wing Construction Engineer
14 Alert Blvd
PO Box 1000 Stn Forces
Astra ON
K0K 3W0
Attention: Wing Construction Engineering Contracts Officer

The request must be supported with sufficient product information to enable the Technical Authority to make an assessment.

6. SCHEDULE OF WORK

- a. The Contractor shall arrange his work in such a manner as to cause the least inconvenience to the building occupants.
- b. The Contractor shall work in cooperation with other trades on the job, should this condition present itself.
- c. Work on job site shall be carried out between the hours of 0700 and 1530, Monday to Friday, unless authorized otherwise by the Technical Authority.

7. USE OF PREMISES

At the discretion of the contract inspector at CFB Trenton, the contractor may be permitted to store some of its apparatus, materials, etc., at or near the job site. In the absence of permission from the Engineer to store equipment, the contractor shall be responsible for the provision of storage facilities which may be required for the storage of its equipment and materials. At all times, the contractor shall confine its equipment, storage of materials and operations of its employees to limits indicated by law, ordinances or the direction of the Technical Authority, and shall not unreasonably encumber the site.

8. SITE VISIT

Upon award of the contract and prior to commencing any work, the Contractor must report to the Technical Authority in this specification. This initial post award visit will serve to permit the contractor to acquaint himself with all conditions that may affect his work prior to visiting the work site.

9. SUPPLY AND/OR INSTALLATION

Unless the word "only" suffixes "supply" or "install" or other variations of these words according to the section wherein they are used, it is the express intent of this agreement that "supply and install" is implied. This will not apply to work supplied by one section and installed by another.

10. RESPONSIBILITY

- a. The responsibility for the requirement and work included in these agreement documents rests solely with the Contractor; sub-contracting will not be permitted.
- b. The responsibility for measurements and quantities rests solely with the Contractor.

11. DAMAGE TO EXISTING FACILITIES

The Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused shall be made good without undue delay and at no expense to the owner.

12. PLANS AND SPECIFICATIONS

The Contractor shall have at all times on the site, a complete, up to date set of specifications for the freight transfer equipment being addressed.

13. CLEAN UP

The Contractor shall affect a daily clean up of the debris resulting from his work, and all hazardous impediments shall be removed from the site at the end of each days work, subject to the satisfaction of the Technical Authority.

14. FIRE SAFETY REQUIREMENTS

a. Fire Safety Plan

Contractors and their personnel shall be familiar with this section and its requirements.

b. Fire Department Briefing

The Construction Project Manager shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Wing Fire Chief before any work is commenced.

c. Reporting Fires

- (1) Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- (2) Report immediately all fire incidents to the Fire Department as follows:
 - (a) Activate nearest fire alarm box, or
 - (b) Telephone 965-3333.
 - (c) Person activating fire alarm shall exit building and remain in area to direct Fire Department to scene of fire, and provide other details as required.
 - (d) When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
 - (e) Interior and Exterior Fire Protection and Alarm Systems
- (1) Fire protection and alarm systems shall not be:
 - (a) Obstructed.
 - (b) Shut off.
 - (c) Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- (2) Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.

d. Fire Extinguishers

The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in the case of an emergency, the work in progress and the Contractors job site.

e. Blockage of Roadways

The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

f. Smoking Precautions

Smoking is not permitted in any 8 Wing building or facility.

g. Rubbish and Waste Materials

(1) Rubbish and waste materials are to be kept to a minimum.

(2) The burning of rubbish is prohibited.

(3) Removal:

All rubbish shall be removed from the work site at the end of the work day or shift or as directed.

(4) Storage:

(a) Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.

(b) Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required in 14.h.(3).

h. Flammable Liquids

(1) The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.

(2) Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.

(3) Transfer of flammable liquids is prohibited within buildings or on jetties.

(4) Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.

(5) Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.

(6) Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe, ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

i. Hazardous Substances

(1) If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.

(2) The Fire Chief is to be advised, and "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.

(3) Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.

(4) Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

15. SAFETY AND SECURITY

- a. All work will be done in compliance with construction safety measures of National Building Code Part 8, Province of Ontario Occupational Health and Safety Act and Regulations for Construction Projects, Worker's Compensation Act including Regulation 950 and 951, C-02-040-009/AG-000 DND General Safety Standards, 8 Wing Construction Engineering Squadron CFB Trenton Orders to Provincial Contractors Working on DND Property and Municipal authority provided that in any case of conflict or discrepancy, the more stringent shall apply.
- b. 8 Wing, Construction Engineering Squadron, CFB Trenton Orders to Provincial Contractors working on DND Property shall be issued to the Contractor by the Wing Construction Engineering Squadron's Contract Officer, as applicable, at the first project meeting.

16. WHMIS

- a. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- b. Deliver copies of WHMIS data sheets to the Technical Authority on delivery of materials.
- c. Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

17. FORSEEABLE 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. 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,

- c. Canada will identify the common medium to high risk tasks, and will provide the Contractor with a copy of their designated substances survey when applicable. 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.
- d. Canada will require task specific safety plans with proof of attendance of all the service providers' employees, and if required, Canada's affected employees. This task specific safety plan will be based on the hazard assessment of the requirement or task.
- e. Canada's due diligence will be exercised by the Technical Authority by verifying that the service provider:
 - (1) Has an established and current safety program in force for all employees under contract for this requirement;
 - (2) Has complied with all applicable WSIB legislation;
 - (3) Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
 - (4) Is providing their own supervision for safety aspects of the project;
 - (5) Is performing the work in a safe manor using correct protective equipment supplied by the Contractor.
- f. If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
 - (1) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
 - (2) 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.
 - (3) Canada may require that the service provider replace personnel if those personnel are repeatedly performing unsafe work.
- g. Common Medium to High Risk Hazards - these are not an all inclusive list but 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:
 - (1) Excavation - Extreme care and planning for all excavations (manual and machine) before commencing. Any required dig permits will be the responsibility of the contractor,

(2) 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 when not only working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

(3) 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.

(4) 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 service provider's employees encountering vehicle traffic.

(5) Requirement to lock out potential energy sources - Canada's facilities contains 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.

(6) Other - at the time of work, if there is other, and there are many known hazards, the Project authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

18. NON COMPLIANCE WITH DND REGULATIONS

a. In the event contract personnel are found to be in non compliance with the health and safety regulations while on DND property, the following action will be taken by the Wing General Safety Officer and/or designated DND officials:

(1) FIRST INCIDENT; supervisor will be told to remove person from DND property until the next work day.

(2) SECOND INCIDENT; person will no longer be permitted on DND property for the duration of that project.

b. The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non compliance with the health and safety regulations by the same individual.

c. In circumstances where repetition of incidents indicates lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the supervisor from the property.

d. Should the contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements contained in the Orders to Provincial

Contractors Working on DND Property, the contractor will, at its own expense, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the Wing Construction Engineering Officer, to avoid delay in the final completion of the work or any operations thereof.

19. APPLICATION FOR A VARIANCE

- a. Contractors and Sub contractor may request a variance, in unusual circumstances, whenever regulations are considered contributory rather than preventive in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the Wing General Safety Officer and will be binding.
- b. Variances to local CFB Trenton safety regulations can only be approved/disapproved whenever the CFB Trenton regulations are more stringent than the minimum requirements.

SECTION B

1. GENERAL

Section "A" of this specification and all additional documents listed in the Standing Offer Agreement (SOA) shall apply to and govern all phases of the work herein after specified and / or indicated.

2. SITE OF WORK

The work outlined in this Standing Offer pertains to freight transfer units located in various buildings at 8 Wing Trenton, and all satellite sites supported by 8 Wing Trenton, Ontario.

3. WORK INCLUDED

Work under this SOA comprises the furnishing of all labour, materials and equipment to provide the service described hereunder to permanently installed transfer units.

- a. Inspections upon request or on a semi-annual basis of the freight transfer equipment to assess wear and tear. On completion of the inspection submit a written report to the Technical Authority. Inspection shall include necessary minor adjustments, cleaning and lubrication. Inspection and maintenance shall include electric motors and wiring from the motor to the control or disconnect switch. Supply the required cleaning materials and clean all rack work roller ends and frames, mechanical casings and frames including electric motors and mounting brackets, frames and/or pads.
- b. Upon approval of the Technical Authority supply, labour, and material required to carry out minor repairs.
- c. Gear bath lubricant to be checked on each maintenance visit to ensure the prescribed level is maintained, including total replacement of lubricant upon approval of the Technical Authority.
- d. Cleaning of ball transfer units by removing dust, grit and other debris from the ball units and pallet by use of non-flammable, non-corrosive solvents such as WD40 to rid the pockets of corrosive substances.
- e. Replace ball transfer units where required and/or as directed by the Technical Authority.
- f. Transfer units to be supplied by DND.
- g. The Contractor shall maintain a complete record of each unit serviced annotating date of servicing, faults found and corrective action taken. Two copies of this report will be submitted to the Technical Authority at the completion of each maintenance visit.
- h. In all cases, prior to commencing work, the Contractor shall report to the Engineering Officer or his delegated representative, referred to as the "Technical Authority" in this specification.

4. SERVICE CALLS

- a. Over period of agreement, inspections, servicing and maintenance will be carried out as requested by the Technical Authority.
- b. The Contractor shall provide emergency service when so requested by the Technical Authority, within four hours of notification.
- c. The Contractor shall advise the Technical Authority of a telephone number where he or his representative may be contacted at all times.

5. MATERIALS

- a. Materials and parts supplied by the Contractor shall be equal to those existing or as recommended by the manufacturer of the equipment.
- b. No DND materials or equipment shall be removed from the job site without permission from the Technical Authority.

6. TEMPORARY STRUCTURES

- a. The Contractor shall furnish and maintain all equipment, such as temporary stairs, ramps, ladders, scaffolds, etc., as may be required for the proper execution of the work.
- b. Temporary structures erected by the Contractor shall remain his property and will be removed by him from the site on completion of the work

Street #	BLDG #	RM #	EQUIPMENT	MAKE	SIZE	QTY
106 Yukon St	24		Beer Conveyor to 2 nd Floor			1
			Elevator Ball Transfer Top	Star	2438x3353mm(8' x 11')	3
			Ball Transfer Table	Star	3200x3353mm(11' x 13')	2
30 North Star Dr	66		Roll Conveyor		2438 (8' wide) 338'6"L 1031744.88 mm	
			Load Build-up/Breakdown Elevator Scale Equipped with Ball Transfer Top	Star	2438x3353mm (8' x 11')	4
Cargo Storage Refrigerator Roller & Ball Transfer Units						
56 Portage Dr	358		Ball Transfer	Star	20'6" x 9'6"	1
			Ball Transfer		9'6" x 13'3"	1
			Roller Conveyor	Star	53'2" x 20'6"	1
			Elevator Ball Transfer Table	Star	13'3" x 11'6"	1
6 North Star Dr	346		Baggage Handling Conveyor	Rapistan	Baggage Out	1
			Baggage Handling Conveyor	Rapistan	Baggage In (A)	1
			Baggage Handling Conveyor	Rapistan	Baggage In (B)	1
165 North Perimeter Rd	579	107	Roller-ball assembly	Webco		1
46 Yukon St	587	1007	Roller-ball assembly	Webco		1

Annex "B", Pricing Basis

Definitions

Pricing is an "all inclusive" lot price to perform the inspections in accordance with the specifications in Annex A herein.

HST is not included in the pricing below, but will be extra at the rate in effect at that time, and is to be shown as a separate item on all invoices.

Year 1: date of issue to 30 April 2017
Year 2: 1 May 2017 to 30 April 2018
Option Year 1: 1 May 2018 to 30 April 2019

Regular Hours: 07:00 a.m. to 3:30 p.m. Monday to Friday

Outside Regular Hours - Monday to Saturday
Outside Regular Hours Sunday and Statutory Holidays

Semi-Annual Inspections

Furnishing of all labour, materials, test equipment required to inspect, clean, test, and make field adjustments within manufacturer's specifications on two occasions per year. For each inspection a written report shall be submitted identifying the condition of the inspected equipment and the corrective action taken. After each inspection, the inspection date, the next scheduled service date and identification of the service technician shall be documented on an inspection sticker affixed to the scale in a visible location.

Service Call Pricing

An all-inclusive pricing which includes all travelling expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site plus one hour of on site productive labour. Service call pricing will not be applied if the service representative is already on DND property at CFB Trenton or the applicable satellite location. It shall be charged only once per call up for a maximum of one contractor employed person.

Urgent Service Call pricing is for the same service as Service Call pricing except the contractors on-site response must be within 2 hours of receiving the call up.

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

Regular Hours are 7:30 a.m. to 3:30 p.m. Monday to Friday excluding Statutory Holidays.

Parts and material that are not free issue will be supplied by the contractor at the Manufacturer's suggested retail price (MSRP) less a discount.

Pricing Basis A – Semi-Annual Inspections

Description	Year	Qty	Unit Price (of all equipment listed in Annex A)
A) Inspection of all equipment listed in Annex A for the period	Year 1	2	\$_____ / per inspection of all equipment listed in Annex "A"
B) Inspection of all equipment listed in Annex A for the period	Year 2	2	\$_____ / per inspection of all equipment listed in Annex "A"
C) Inspection of all equipment listed in Annex A for the period	Option Year 1	2	\$_____ / per inspection of all equipment listed in Annex "A"

Pricing Basis B Additional Maintenance and Repairs to Freight Transfer Equipment As authorized by Technical Authority

1. Service and Urgent Calls - Per Call Price Year 1

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Year 1
Technician			
Regular Hours	8	Call-Out	\$_____ / call
Outside Regular Hours	1	Call-Out	\$_____ / call
Sunday & Stat Holiday	1	Call-Out	\$_____ / call
Urgent Call-Out	1	Call-Out	\$_____ / call
Labourer			
Regular Hours	8	Call-Out	\$_____ / call
Outside Regular Hours	1	Call-Out	\$_____ / call
Sunday & Stat Holiday	1	Call-Out	\$_____ / call
Urgent Call-Out	1	Call-Out	\$_____ / call

2. Service and Urgent Calls - Per Call Price Year 2

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Year 2
Technician			
Regular Hours	8	Call-Out	\$_____ / call
Outside Regular Hours	1	Call-Out	\$_____ / call
Sunday & Stat Holiday	1	Call-Out	\$_____ / call
Urgent Call-Out	1	Call-Out	\$_____ / call
Labourer			
Regular Hours	8	Call-Out	\$_____ / call
Outside Regular Hours	1	Call-Out	\$_____ / call
Sunday & Stat Holiday	1	Call-Out	\$_____ / call
Urgent Call-Out	1	Call-Out	\$_____ / call

3. Service and Urgent Calls - Per Call Price Option Year 1

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Option Year 1
Technician			
Regular Hours	8	Call-Out	\$ _____ /call
Outside Regular Hours	1	Call-Out	\$ _____ / call
Sunday & Stat Holiday	1	Call-Out	\$ _____ / call
Urgent Call-Out	1	Call-Out	\$ _____ / call
Labourer			
Regular Hours	8	Call-Out	\$ _____ / call
Outside Regular Hours	1	Call-Out	\$ _____ / call
Sunday & Stat Holiday	1	Call-Out	\$ _____ / call
Urgent Call-Out	1	Call-Out	\$ _____ / call

4. Labour Rate only to be charged after 1st hour of productive labour is completed Year 1

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Year 1
Technician			
Regular Hours	50	Per hour	\$ _____ /hour
Outside Regular Hours	7	Per hour	\$ _____ /hour
Sunday & Stat Holiday	7	Per hour	\$ _____ /hour
Labourer			
Regular Hours	50	Per hour	\$ _____ /hour
Outside Regular Hours	7	Per hour	\$ _____ /hour
Sunday & Stat Holiday	7	Per hour	\$ _____ /hour

5. Labour Rate only to be charged after 1st hour of productive labour is completed Year 2

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Year 2
Technician			
Regular Hours	50	Per hour	\$ _____ /hour
Outside Regular Hours	7	Per hour	\$ _____ /hour
Sunday & Stat Holiday	7	Per hour	\$ _____ /hour
Urgent Call-Out			
Labourer	50	Per hour	\$ _____ /hour
Regular Hours	7	Per hour	\$ _____ /hour
Outside Regular Hours	7	Per hour	\$ _____ /hour
Sunday & Stat Holiday	50	Per hour	\$ _____ /hour
Urgent Call-Out	7	Per hour	\$ _____ /hour

Solicitation No. - N° de l'invitation
W0125-15K003/A
Client Ref. No. - N° de réf. du client
W0125-15-K003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44068

Buyer ID - Id de l'acheteur
KIN 519
CCC No./N° CCC - FMS No./N° VME

6. Labour Rate only to be charged after 1st hour of productive labour is completed

Option Year 1

Service Call Pricing	Estimated Quantity	Unit of Issue	Price Per Call Option Year 1
Technician			
Regular Hours	50	Per hour	\$_____/hour
Outside Regular Hours	7	Per hour	\$_____/hour
Sunday & Stat Holiday	7	Per hour	\$_____/hour
Urgent Call-Out	7		
Labourer		Per hour	\$_____/hour
Regular Hours	50	Per hour	\$_____/hour
Outside Regular Hours	7	Per hour	\$_____/hour
Sunday & Stat Holiday	7	Per hour	\$_____/hour
Urgent Call-Out	7	Per hour	\$_____/hour

7. Parts and Material

Parts and Material that are not free issue will be supplied by the contractor at the Manufacturer's suggested retail price (MSRP) less a discount of :

Year 1 ____% Year 2 ____% Option Year 1 ____%

** The discounted MSRP is to be all inclusive, excluding HST

Estimated cost for parts / material - \$25,000.00 per year

ANNEX “C”, Insurance Requirements

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. 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),*

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*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.


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Annex "D", SRCL

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 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat W0125-15K003	Security Classification / Classification de sécurité UNCLASSIFIED
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SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND à Wing Trenton	2. Branch or Directorate / Direction générale ou Direction 8 WCE			
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 Freight transfer equipment maintenance				
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				
<table border="1" style="width: 100%;"><tr><td style="width: 33%;">Canada <input type="checkbox"/></td><td style="width: 33%;">NATO / OTAN <input type="checkbox"/></td><td style="width: 33%;">Foreign / Étranger <input type="checkbox"/></td></tr></table>		Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion				
<table border="1" style="width: 100%;"><tr><td style="width: 33%;">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"/> Specify country(ies): / Préciser le(s) pays:</td><td style="width: 33%;">All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:</td><td style="width: 33%;">No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:</td></tr></table>		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"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
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7. c) Level of information / Niveau d'information				
<table border="1" style="width: 100%;"><tr><td style="width: 33%;">PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <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"/></td><td style="width: 33%;">NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <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"/></td><td style="width: 33%;">PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <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"/></td></tr></table>		PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <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 UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <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"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <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"/>
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PART A (continued) / PARTIE A (suite)

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

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

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

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

Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux :

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

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
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	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

☒ No
Non

☐ Yes
Oui

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

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

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

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

☒ No
Non

☐ Yes
Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez 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) Stewart MacDonald	Title - Titre Contracts Inspector	Signature <i>S. MacDonald</i>	S.R. MACDONALD SWCE CONTRACTS INSPECTOR
Telephone No. - N° de téléphone 613-392-2811 ext 2156	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stewart.macdonald@forces.gc.ca	Date 26 Mar 15
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sasa Medjovic Tel: 613-996-0286	Title - Titre DDSO - Industrial Security Senior Security Analyst	Signature <i>Sasa Medjovic</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 215-09-02
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?			
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out
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) Erin O'Neill	Title - Titre Contract Security Officer	Signature <i>Erin O'Neill</i>	
Telephone No. - N° de téléphone 613 957 0298	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel erin.o'Neill@pwgsc-fpsgc.gc.ca	Date Apr 17 2015

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