

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

B3J 1T3

Nova Scotia

Bid Fax: (902) 496-5016

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet RISO-FireFighting Equipment	
Solicitation No. - N° de l'invitation W3554-166157/A	Date 2016-05-12
Client Reference No. - N° de référence du client W3554-16-6157	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-403-9851
File No. - N° de dossier HAL-6-77020 (403)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-30	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Brow, Theresa	Buyer Id - Id de l'acheteur hal403
Telephone No. - N° de téléphone (902)496-5166 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG D200 RM 3311 STN FORCES HALIFAX NOVA SCOTIA B3K5X5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 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, Security Checklist, Insurance and Reports.

1.2 Summary

To provide miscellaneous Fire-Fighting Equipment Maintenance onboard HMC Ships, HMC Submarines, CF auxiliary vessels, and associated equipment within the Halifax Region Municipality, (HRM), area, as and when requested

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) 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>) 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 (2016-04-04) 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 five (5) 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 Nova Scotia.

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

3.1. Offer Preparation Instructions

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

Section I1: Financial Offer (one (1) hard copy)

Section II: Certifications (two (2) hard copies)

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>). 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.

3.1.1 Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

- 1. ☐ Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:
 - ☐ VISA Acquisition Card;
 - ☐ MasterCard Acquisition Card;
 - ☐ Direct Deposit (Domestic and International);
 - ☐ Electronic Data Interchange (EDI);
 - ☐ Wire Transfer (International Only);
 - ☐ Large Value Transfer System (LVTS) (Over \$25M)
- 2. ☐ Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

Additional Information

- 4.1. The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price, as calculated in Annex B for an Evaluation total, will be recommended for issuance of a standing offer. .

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>), to be given further consideration in the procurement process.

5.1.2 Security

The contractor MUST at all times during the performance of the Standing Offer, hold a VALID Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada (PWGSC). The confirmation of Security must be provided with the bid.

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.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

5.2.3 Worker's Compensation – Letter of Good Standing

It is mandatory that the bidder has an account in good standing with the Provincial Workers Compensation Board/Commission

Before contract award, and within 24 hours of written notification by the Contracting Authority the successful bidder must submit a certificate or letter of good standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid as non-responsive.

5.2.4 Controlled Goods Program - Bid

1. As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

-
- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security

There is a security requirement associated with this document.

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

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 D .

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

To establish a Regional Individual Standing Offer **To provide miscellaneous Fire-Fighting Equipment Maintenance onboard HMC Ships, HMC Submarines, CF auxiliary vessels, and associated equipment within the Halifax Region Municipality, (HRM), area, as and when requested.**

The Contractor will be responsible to ensure that all work is carried out in accordance with DND Statement of Contractor Requirements (SOCR) for those items that are pertinent to the Contractor's operation.

7.2 Security Requirements

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

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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2016-04-04) 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 "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 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 and providing services against the Standing Offer is from 01 August 2016 to 31 July 2019 inclusive.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Mr. John Arksey
Public Works and Government Services Canada
Acquisitions Branch
Telephone: 902-496-5166
Facsimile: 902-496-5016

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 will be a identified representative of Department of National Defence, FMF Cape Scott, HMC Dockyard, Halifax, Nova Scotia as will be 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

Name:
Title:
Telephone:
Facsimile:
Email Address

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer will be Department of National Defence, FMF Cape Scott, Halifax, Nova Scotia.

7.8 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*.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

7.10 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 (2016-04-04) , General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 1029 (2010-08-16) Ship Repairs
- e) the general conditions 2030 (2016-04-04))
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) Annex E, Reporting
- k) Annex F, Statement of Contractor Requirements
- l) 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 Nova Scotia.

7.13 Additional Work other than Specified

The Site Authority is only obligated to compensate the supplier for work carried out and specified under the Statement of Work provided. Work carried out by the supplier other than that specified in the Statement of Work may not be compensated for by the Site Authority, unless a written amendment to the Statement of Work has been provided.

7.14 Sub-contracting

The following sub-contractors may be used in the performance of any work detailed herein.

NAME: _____

NAME: _____

NAME: _____

7.15 Safety Plan – confined Space Entry and Rescue

The bidder must submit a Safety Plan for Confined Space Entry and Rescue.

The Safety Plan must be in accordance with Canadian Labour Code Part 4 – Confined Spaces. The documents referenced in the Safety Plan must be made available when requested by Public Works & Government Services Canada or Department of National Defence.

7.16 SACC Manual Clauses

A0290D	08-05-12	Hazardous Waste – Vessels
D3015C	07-11-30	Dangerous Goods/Hazardous Products
A9039D	08-05-12	Salvage
B1501C	06-06-16	Electrical Equipment
A9068C	10-01-11	Site Regulations
A1009C	08-05-12	Work Site Access

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 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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

7.5 Payment

7.5.1 Basis of Payment

The contractor will be paid in accordance with pricing as set out in Annex B

7.5.2 Limitation of Price

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

7.5.3 Method of Payment

Canada will pay the Contractor upon completion and delivery of units 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

7.5.4 Payment by Credit Card

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

Visa Acquisition Card;
MasterCard Acquisition Card;
Direct Deposit (Domestic and International);
Electronic Data Interchange (EDI);

Wire Transfer (International Only);
Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

Each invoice must be supported by:

2.
 - 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 must be forwarded to the address shown on Call-up documentation

7.7 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

ANNEX "A" – Statement of Work

A1) REQUIREMENT: To provide miscellaneous Fire-Fighting Equipment Maintenance onboard HMC Ships, HMC Submarines, CF auxiliary vessels, and associated equipment within the Halifax Region Municipality, (HRM), area, as and when requested.

Background:

FMFCS traditionally sub-contracts Fire-Fighting Maintenance to industry. As these requirements are frequent and varied, FMFCS requires the capability to access these services readily through the standing offer method.

A2) APPLICABLE DOCUMENTS:

The following documents form a part of this Statement of Work, (SOW), to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the content of the SOW shall apply.

- A) C-77-367-000/NY-001 Extinguisher, Fire, CO2, 2KG, Vic Class
- B) C-77-367-000/NY-003 AFFF Fire Extinguisher, Vic Class
- C) C-97-010-006/NY-004 Dry Chemical Extinguisher, HFX, IRO, PTR, AUX Class
- D) C-97-010-006/NY-010 Dry Chemical Extinguisher, Stored Pressure, Vic Class
- E) C-97-112-000/NY-001 Extinguisher, Fire CO2, 5/10/15/20/75 lb, HFX, IRO, AUX Class
- F) C-97-112-000/NY-002 Extinguisher, Fire CO2, 2KG, Vic Class
- G) C-97-112-000/NY-Z01 Extinguisher, Fire CO2, 5/10/15/20/75 lb, HFX, IRO, AUX Class
- H) C-97-214-000/NK-002 Twin Agent Unit (TAU), IRO, PTR Class
- I) C-97-234-000/NY-001 Hoses, Nozzles and Fittings, IRO, HFX, PTR, KIN Class
- J) C-97-234-000/NY-Z01 Hoses, Nozzles and Fittings, IRO, HFX, PTR, KIN Class
- K) C-97-238-000/NY-001 Galley, Automatic Fire Extinguishing System, IRO Class
- L) C-97-322-000/NY-001 Automatic Water Spray System, HFX Class
- M) C-97-325-000/NY-001 Twin Agent Unit (TAU), HFX Class

Note: The contractor should be aware that other documents than those listed above may be referenced on individual call-ups, at which time a copy will be made available prior to the commencement of any work.

A3) SCOPE OF WORK: To carry out installations, inspections, retrofits, and repairs of miscellaneous Fire Fighting systems and associated equipment on HMCS Ships, Submarines, Maritime and Canadian Forces Auxiliary Vessels, (CFAVs). All work is to be performed in accordance with the specifications assigned to each specific call-up as directed by the Fleet Maintenance Facility Cape Scott (FMFCS) Contracts Office.

A3.1) All work must be conducted in accordance with the labour and environmental regulations within the jurisdiction that the work is carried out in. All personnel and equipment must be certified and licensed as required under all local, provincial and federal laws and regulation

A3.2) It is mandatory that the contractor provides personnel with training in Workplace Hazardous Materials Information System (WHMIS).

A4) STANDING OFFER PERIOD:

A4.1) The standing offer is established for a period three years, starting 1 August 2016 to 31 July 2019..

A5) STATEMENT OF CONTRACTOR REQUIREMENTS: The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 when performing all specified work herein.

A6) **WORK CANCELLATION:** Due to the operational nature of the vessels, on which this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen ship deployment, fueling, ammunition storing and/or any other factors that prevent work from being completed within the specified period.

A7) **WORKER ORIENTATION:** If work is to be carried out onboard a submarine, all workers must have sub-awareness training, to be carried out at contractor's expense. The successful bidder shall contact the Requisitioning Authority prior to the work to arrange for orientation in these areas.

A8) **WORKSITE CLEANLINESS:** The successful bidder shall be responsible to clean the worksite at the end of each working day. Debris and materials arising from the day's work must be removed daily.

A9) **PHOTOGRAPHY:** Any use of photographic or video recording onboard the vessel is prohibited unless approval is authorized by the Requisitioning Authority and the Ship Security Officer.

A10) **PARKING:** Parking is not permitted on jetties and only in designated areas within the industrial H.M.C. Dockyard area. Any requirements to access jetties for the purpose of loading/unloading equipment and materials must be forwarded to the Requisitioning Authority in advance. DND will not be responsible for any parking tickets issued as a result of any abuse of temporary parking allowances for these purposes. Access will be limited to two vehicles at any time.

A11) **WORKSITE ACCESS:** The successful bidder shall provide the Requisitioning Authority with a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while on the worksite within H.M.C. Dockyard.

NOTE: FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans.

A12) **INSPECTIONS:** The successful bidder shall notify the Requisitioning Authority at least one-hour in advance of all mandatory inspections as specified in the specification or hull instructions.

A13) **QUALITY DOCUMENTATION:** All QA documentation as specified in job instructions/specifications, to be provided at time of invoicing.

A14) **PERSONAL PROTECTIVE EQUIPMENT:** The successful bidder is required to ensure personnel have the required personal protective equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of such equipment when performing duties on Department of National Defence property.

A15) **GOVERNMENT SMOKING POLICY:** The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which permits smoking in approved areas only.

A16) **FMFCS DRUG AND ALCOHOL POLICY:** FMF Cape Scott has developed a zero tolerance policy to create a Drug and Alcohol Free Workforce. No contractor personnel shall come to work after using or while impaired by drugs or alcohol. The contractor will be asked to remove any personnel offending this policy from the premises for the remainder of the workday at the contractor's expense.

A17) **ADDITIONAL REQUIREMENTS**

A17.1) The contractor shall be required to be available for hours of work stipulated by the Fleet Maintenance Facility Cape Scott, Contracts Office, including hours required outside of normal working hours.

The Contractor shall respond to the service client's requirements within forty-eight (48) hours for a routine tasking and within two (2) hours on an "Emergency" tasking request

A17.2) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

A17.3) The contractor shall be able to provide a valid certificate of calibration for any necessary test equipment prior to starting any work that requires use of such equipment.

A17.4) When requested by the FMFCS Contracts Office, the contractor shall provide detailed written work plans and schedules to enable the client to integrate the contractor's work into the larger work projects.

A17.5) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

- a. All DND, Federal, Provincial and Municipal regulations;
- b. All site safety regulations and procedures; and
- c. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

A17.6) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations and:

- a. Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;
- b. Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ.

A17.7) The contractor shall have Material Safety Data Sheets (MSDS) for all controlled products used in the performance of work specified in any call-up. Such MSDS shall be held at the worksite by the contractor's personnel and be readily available. The contractor shall ensure that any toolbox, storage box, and/or trailer used to store work related equipment and supplies in support of work, display product labelling and/or placards to demonstrate when any hazardous controlled items are stored within. All such containers must also clearly display the contractor's name and a contact number.

A18) SECURITY REQUIREMENTS

A18.1) The Offeror's personnel must hold valid security clearance to the **Reliability** Status.

A18.2) The successful bidder must ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact:

Public Works and Government Services Canada
CIISD Canadian and International Industrial Security Directorate
2745 Iris Street, 3rd Floor
Ottawa, Ontario
K1A 0S5
Tel: 613-948-4176

VCR's are required for all personnel accessing Department of National Defence property. Failure to obtain a Visitor Clearance Request will result in the termination of this agreement.

A18.3) The Contractor shall ensure that all personnel employed are in possession of Photo Identification on their person at all times while working within DND property

A19) STOP WORK

A19.1) If a DND 'stop work' order is invoked after commencement of the work, it will be the responsibility of the Offeror to demonstrate to DND that productive work was performed between the time of authorization and the stop work, and to substantiate costs incurred associated with such productive work.

A20) FINANCIAL INSTRUCTIONS:

A20.1) Basis of Payment:

PRICING: All prices are to be quoted FOB Destination, including all delivery and shipping charges to the destination specified on the call-up document. Chargeable hours towards a call up commence upon arrival at HMC Dockyard by Contractor's personnel. Timesheets must be provided with invoices. Pricing shall also include delivery or any rental equipment to the specified site and removal upon completion of the call-up period. Rates quoted are for all three years.

FMFCS Contracts Office will make payment within 30 days upon receipt of the invoice in the Contracts Office, of the Offeror's original invoice, for authorized services for this requirement. All rendered services will be to the satisfaction and acceptance of the Technical Authority prior to payment. Invoices are not to be submitted prior to the completion of the work as stated in the call-up document. This request has no provisions for advance payments, progress payments, or deposits.

A21) MANDATORY REQUIREMENTS: Bidders shall provide 3 detailed examples of the firms experience in providing similar miscellaneous Fire Fighting Equipment Maintenance onboard Ships, Submarines, or Auxiliary vessels, in the last four (4) years, of similar size, scope, and complexity.

A21.1) Proof of registration to ISO 9001:2000 or acceptable quality management system, (approved by FMFCS QMS section).

A21.2) Proof of Worker's Compensation compliance in the form of a letter from Worker's Compensation Board.

A22) EVALUATION CRITERIA AND BASIS OF SELECTION:

A22.1) In order to be considered as responsive, a bid must meet all the mandatory criteria. Bids that do not meet the mandatory criteria shall be given no further consideration.

ANNEX "B"

BASIS OF PAYMENT

PRICING: All prices are to be quoted FOB Destination, including all delivery and shipping charges to the destination specified on the call-up document. Chargeable hours towards a call up commence upon arrival at HMC Dockyard by Contractor's personnel. Rates for the duration of the agreement must be provided. All rates will be calculated when evaluating the Financial portion of the SOA.

Pricing shall also include delivery or any rental equipment to the specified site and removal upon completion of the call-up period.

Year 1 01 June 2016 to 31 May 2017

Year 2 01 June 2017 to 31 May 2018

Year 3 01 June 2018 to 31 May 2019

Item	Description	EST Qty	UOI	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1.	Direct labour, including overhead and profit used exclusively in the work					
	Regular labour (fixed hourly rate)	1000		\$	\$	\$
	Regular labour, Fire Sentry and Tank Watch (fixed hourly rate)	300		\$	\$	\$
2.	Overtime labour, if necessary and where authorized by the Inspection Authority:					
	Overtime labour (fixed hourly rate) for weeknights and Saturdays	200		\$	\$	\$
	Overtime labour, Fire Sentry and Tank Watch (fixed hourly rate) for weeknights and Saturdays	150		\$	\$	\$
3.	<u>Material</u> (except free issue) will be charged at cost including mark-up of 10%					
4.	Subcontractors where authorized will be charged at cost with no Mark-up.					
5.	<u>Replacement Parts</u> (except free issue) will be charged at list price less discount	\$5,000	%	%	%	

6. TRAVEL AND LIVING EXPENSES

Travel and Living (including Bridge Tokens) will only be compensated if the contractor's personnel are required to travel outside HMC Dockyard to perform a tasking. The contractor will be paid for travel and living expenses, incurred by this personnel when away from the client's facilities in proper performance of work at cost without any allowance thereon for overhead or profit as certified by Inspection authority. Receipts may not be required at the discretion of the authorizing officer in accordance with Travel and Living Guidelines.

7. OVERTIME

No overtime will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premium, plus certified fringe benefit additives, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain fir for the duration of the contract including all amendments and are subject to Audit if deemed necessary by Canada.

Solicitation No. - N° de l'invitation

W3554-166156/A

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

W3554-166156

Amd. No. - N° de la modif.

File No. - N° du dossier
HAL-6-77019

Buyer ID - Id de l'acheteur

HAL403

CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

SECURITY REQUIREMENT CHECKLIST

Attached as a separate document.

ANNEX "D "

INSURANCE:

D1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance 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) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - (c) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (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) 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.

D2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance 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) 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.
 - (d) 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.
 - (e) 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.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (i) 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.
 - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(Derived from - Provenant de: G2001C, 2008-05-12)

D3. Limitation of Liability

-
1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
 2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:
 - (a) any infringement of intellectual property rights; or
 - (b) any breach of warranty obligations.
 3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX 'E'

REPORTING

Instructions for Submission of Standing Offer Usage Data.

Please email the information, for EACH standing offer you hold with the government, to the following address:

John.Arksey@pwgsc-tpsgc.gc.ca

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 callup was raised
- The start date and end date for the entire standing offer and
- The total spend to date by government department.

ANNEX F STATEMENT OF CONTRACTOR REQUIREMENTS

1. Management System Overview

- 1.1 Fleet Maintenance Facility Cape Scott is dedicated to providing high quality engineering and maintenance services to our customers. Our highly trained, skilled and mobile workforce will achieve this through continuous improvement of all our processes. We have the ability to adapt to the customers needs to ensure fleet readiness in any situation. We are committed to meeting all relevant regulations and legislation and preventing pollution.
- 1.2 The objectives of the Fleet Maintenance Facility Cape Scott Management System are:
- Customer satisfaction;
 - Providing a safe workplace; and
 - Protecting the environment.
- 1.3 The Fleet Maintenance Facility Cape Scott Management System is based upon the following standards:
- Quality Management System - ISO 9001: 2008
 - Environmental Management System - ISO 14001: 2004
 - DND General Safety Program
 - C-23-VIC-000/AM-001, QA for Safety in Subs
- 1.4 The Contractor shall be responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 - Quality Management Systems - Requirements. It is not the intent to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.
- 1.5 The Contractor's Quality Management System should include, at a minimum, processes to:
- identify when work they perform or material they produce does not conform to their/our standards;
 - Ensure that any nonconformance is recorded and is corrected;
 - Maintain a method for analyzing nonconformance data and initiating corrective and preventive action;
 - Ensure all corrective action is recorded and effectively implemented to improve their practices;
 - Control all documentation related to their practices;
 - Continually review and audit their practices to ensure they adhere with accepted standards;
 - Manage and monitor the performance of their sub-contractors;
 - Ensure their management reviews the findings of any evaluation or audit to assist with continuous improvement, including the findings of any evaluation conducted by FMF Cape Scott;
 - Manage employee awareness and competence through certification and training as part of process management.
- 1.6 Fleet Maintenance Facility Cape Scott reserves the right to verify conformance and compliance with this requirement. This verification may be accomplished by monitoring the provision of services or by having Fleet Maintenance Facility Cape Scott audit the contractor's processes or systems.

2. Contractor Requirements - General

- 2.1.1 The Contractor's personnel, employed in the provision of contracted services, shall be required to attend worksite orientation meetings for the purpose of informing their personnel of health, safety and/or environmental hazards at the work site prior to the commencement of any contracted work, as requested by Fleet Maintenance Facility Cape Scott.
- 2.2 Fleet Maintenance Facility Cape Scott retains the right to stop work temporarily if, in the opinion of Fleet Maintenance Facility Cape Scott, the work is not being performed in accordance with all applicable safety and environmental regulations and legislation or is being performed in a manner that is contrary to the specified requirements. The purpose of the stop work will be resolve any problems identified so to enable work to progress properly.

3. Contractor Requirements - Quality

- 3.1 The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and contract requirements. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies thereof and take extracts there from during the performance of the Contract and for a period of three (3) years thereafter.
- 3.2 The Contracting Authority and DND shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit under the circumstances. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the

authorized DND representative shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. DND shall inform the Contractor of the motives for any such rejection for non-conformance.

- 3.3 Notwithstanding the foregoing, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or a Quality Management representative.

- 3.4 The Contractor shall not enter into sub-contracts without prior permission of the Fleet Maintenance Facility Cape Scott, Contracts Office. In all cases, where sub-contracting is approved, the Contractor is responsible to verify that the sub-contractor's quality system meets the requirements as established herein.

4. Contractor Requirements - Environment

- 4.1 The Contractor shall notify the Fleet Maintenance Facility Cape Scott Contracts Office of all significant environmental aspects associated with contracted work that will be performed within CFB Halifax, prior to commencing work. The Contractor must specify how they intend to control activities, including the use of products and/or materials that could potentially spill, cause contamination, or otherwise have an adverse impact upon the environment.

- 4.2 The Contractor shall ensure that any hazardous materials or products used in the performance of the work are supported at all times with Material Safety Data Sheets at the worksite. The Contractor's staff shall be trained in the Workplace Hazardous Materials Information System (WHMIS).

- 4.3 The Contractor shall ensure that any hazardous materials, products or wastes are not left unattended on worksites, jetties, laydown areas, synchrolift or other areas within CFB Halifax. Any Contractor who requires an exemption to this requirement shall submit requests to the Fleet Maintenance Facility Cape Scott Contracts Office in advance. Such requests must clearly identify the proposed containment used to contain the hazards, any emergency response plans in the event of a spill or damage to the containment system. Containment systems must clearly identify all hazardous materials, products or wastes to be held through the use of appropriate placarding. No requests for exemption will be approved unless all conditions above are met. In addition, Contractors must ensure that containers of paints, solvents or other hazards are properly secured when the product is not in use.

- 4.4 The Contractor shall remove and properly dispose of all such hazardous products and/or materials from the worksite and CFB Halifax upon completion of the work.

- 4.5 The Contractor shall provide copies of any applicable licenses of disposal or certificates of destruction for any hazardous materials and/or substances generated as a result of the work, upon completion of the work and subsequent disposal.

5. Contractor Requirements - Safety

- 5.1 The Contractor, and any approved sub-contractors, shall comply with any legislative requirements and industry standards within the appropriate health and safety jurisdiction and comply with the specified provincial and federal regulatory instruments, as appropriate.

- 5.2 The Contractor shall abide by all applicable Workers' Compensation legislation and coverage for all personnel employed in the provision of contracted services and any approved sub-contracted services.

- 5.3 The Contractor shall be required to provide all appropriate equipment, devises, tools and machinery, including proper Personal Protective Equipment (PPE) for their personnel employed in the provision of contracted services, and will ensure that all provided is maintained in proper working condition; and, is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) as and when required.

- 5.4 The Contractor shall ensure all personnel engaged in the provision of services are properly trained in Confined Space Entry and Man-A-Loft procedures prior to the commencement of any work.

- 5.5 The Contractor is required to develop emergency response instructions for any contracted work that includes high-risk work they will be required to perform on-site. These instructions shall be provided to Fleet Maintenance Facility Cape Scott.

- 5.6 Prior to removal of any substance or material (such as deck coatings, hull finishes, etc.) the contractor shall determine what hazards to health and/or environment might be involved. Prior to work commencement, the costs associated with protecting the environment and personnel from exposure to the hazards must be identified and approved. Fleet Maintenance Facility Cape Scott, Contracts Office, retains the right to terminate and/or re-schedule work dependant on the scope of hazard protection required.

ANNEX G

CODE OF CONDUCT

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person

Contract Number / Numéro du contrat

W3554-166157

Security Classification / Classification de sécurité

UNCLASSIFIED

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	3. a) Subcontract Number / Numéro du contrat de sous-traitance
2. Branch or Directorate / Direction générale ou Direction Fleet Maintenance Facility Cape Scott	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
To provide miscellaneous Fire-Fighting Equipment Maintenance onboard HMC Ships, HMC Submarines, CF auxiliary vessels, and associated equipment within the Halifax Region Municipality, (HRM), area, as and when requested.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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. (Specify the level of access using the chart in Question 7. c) 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.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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"/>
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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"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
Not releasable A ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

7. c) Level of information / Niveau d'information	PROTECTED A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
	PROTECTED B <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
	PROTECTED C <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>
	CONFIDENTIAL <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>
	SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
	TOP SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>
	TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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?

Yes ☐ No ☒ Oui ☐ Non ☒

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?

Yes ☐ No ☒ Oui ☐ Non ☒

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	<input type="checkbox"/>	CONFIDENTIAL	<input type="checkbox"/>	SECRET	<input type="checkbox"/>	TOP SECRET
<input type="checkbox"/>	COTE DE FIABILITÉ	<input type="checkbox"/>	CONFIDENTIAL	<input type="checkbox"/>	SECRET	<input type="checkbox"/>	TRÈS SECRET
<input type="checkbox"/>	TOP SECRET - SIGHT	<input type="checkbox"/>	NATO CONFIDENTIAL	<input type="checkbox"/>	NATO SECRET	<input type="checkbox"/>	COSMIC TOP SECRET
<input type="checkbox"/>	TRÈS SECRET - SIGHT	<input type="checkbox"/>	NATO CONFIDENTIAL	<input type="checkbox"/>	NATO SECRET	<input type="checkbox"/>	COSMIC TRÈS SECRET
<input type="checkbox"/>	SITE ACCESS						
<input type="checkbox"/>	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?

Yes ☐ No ☒ Oui ☐ Non ☒

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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?

Yes ☐ No ☒ Oui ☐ Non ☒

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

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?

Yes ☐ No ☒ Oui ☐ Non ☒

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?

Yes ☐ No ☒ Oui ☐ Non ☒

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?

Yes ☐ No ☒ Oui ☐ Non ☒

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?

Yes ☐ No ☒ Oui ☐ Non ☒

Contract Number / Numéro du contrat
W3554-166157

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 mouillées)

Lewis Thibault

Title - Titre

Contract Administration and

Management Officer

Signature



Telephone No. - N° de téléphone

(902) 427-2971

Facsimile No. - N° de télécopieur

(902) 427-2885

E-mail address - Adresse courriel

lewis.thibault@forces.gc.ca

Date

22 Mar 2016

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

Name (print) - Nom (en lettres mouillées)

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ Yes
☐ No
☐ Oui
☐ Non

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres mouillées)

Theresa Brou

Title - Titre

Contracting Officer

Signature

Theresa Brou

Telephone No. - N° de téléphone

(902) 496-3318

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(902) 496-5016

E-mail address - Adresse courriel

*Theresa.Brou@pysc-
155c.gc.ca*

Date

May 9, 2016

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

Name (print) - Nom (en lettres mouillées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date