



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure,
800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**Request For a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

Title - Sujet Frigoriste- Longueuil, St-Hyacinthe	
Solicitation No. - N° de l'invitation EF944-180549/A	Date 2017-11-16
Client Reference No. - N° de référence du client R.004236.001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-110-14619
File No. - N° de dossier MTC-7-40167 (110)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-11	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Hivon, Michèle	Buyer Id - Id de l'acheteur mtc110
Telephone No. - N° de téléphone (514)607-4952 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A1L6 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

Request for Standing Offers (RFSO)

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Solicitation No. - N° de l'invitation
EF944-180549/A
Client Ref. No. - N° de réf. du client
R.004236.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-7-40167

Buyer ID - Id de l'acheteur
MTC110
CCC No./N° CCC - FMS No./N° VME

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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 and Additional Information: includes the certifications and additional information 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 Specifications, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

- 1.2.1 The Standing Offer includes works as installation, repair, modify, relocate and/or perform maintenance on refrigeration (including ultra-cold systems) and air conditioning systems normally found in mid-size or large buildings, located in St-Hyacinthe (construction dating from 1981) and in Longueuil (construction dating from 1972 and a section dating from 1989), totaling 10 000m.c .. Including equipments such as: Thermo ceiling pump, fridge / freezer walk in, air conditioning split / condenser to roof (4), excluding chillers.

Additional information:

- Buildings occupied by Agriculture and Agri-Food Canada and Health Canada

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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](#) (2017-04-27) 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

2.5 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 the province of Quebec.

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 I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 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) (<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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Price Table.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications Offerors must submit the certifications and additional information 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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1. The Contractor must have the appropriate license. **Submit proof.**
2. The Contractor must have at least two (2) refrigeration technicians with at least three (3) years of experience. **Submit proof or C.V.**
3. **The Contractor shall submit written proof** certifying and listing its refrigeration technicians' valid licences issued by local authorities.

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 sites 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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 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 E

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

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC File N° EF944-18-0549

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) (<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 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 _____ to _____ (during the two-year period after the Standing offer is put into effect).

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 three additional optional one year periods, 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 60 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: Michèle Hivon
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Procurement, Montreal Office
Address: 800 de la Gauchetière Ouest, Office 1100, Montreal (QC) H5K 1K6

Telephone: 514-496-3337
Facsimile: 514-496-3382
E-mail address: michele.hivon@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is (to be confirmed after awarded):

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

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

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

7.5.3 Offeror's Representative

(information to come after awarded)

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

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail 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.

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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Services and Procurement Canada.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15 000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 85 000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity)
- e) Annex A, Specifications;
- f) Annex B, Price Table;
- g) Annex C, Security Requirements Check List;
- h) Annex E, Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.12.3 SACC Manual Clauses

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13 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 the province of Quebec.

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 Specifications

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

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

R2830D (2015-02-25), General Condition (GC) 3 - Execution and Control of the Work.

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.

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.

7.5 Payment

7.5.1 Basis of Payment - Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties, if applicable, are included and Applicable Taxes are extra.

7.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

7.5.3 Multiple Payments

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 SACC Manual Clauses

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

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

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.

Invoices must not be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

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File No. - N° du dossier
MTC-7-40167

Buyer ID - Id de l'acheteur
MTC110
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

SPECIFICATIONS

(see attached document)

ANNEX "B"

PRICE TABLE

PRICE TABLE for Two (2) Years with Three (3) Option Years
for Refrigeration Contractor Services

Health Canada Building, 1001 St-Laurent, Longueuil, Quebec

Food Research and Development Centre Building, 3600 Casavant, St-Hyacinthe, Quebec

PART A - EFFECTIVE FOR THE AWARDED PERIOD OF 2 YEARS

(see Notes 1, 2 and 3)

Materials: Allocation for term of Standing offer
(2 years) for repair materials or addition of equipment
only, including 10% profit on materials.

Line 1 (a1) \$40,000.00

Labour: Labour cost for term of 2 years

	<u>Unit price</u>	<u>Number of hours</u> <u>(approximate)</u>	<u>Price per</u> <u>hour</u>
Line 2	1 Technician (normal hours Monday to Friday 7 a.m. to 4 p.m.)	350	X \$ _____ = \$ _____
Line 3	1 Technician (evening rate Monday to Friday 4 p.m. to 7 a.m.)	30	X \$ _____ = \$ _____
Line 4	1 Technician (weekends 7 a.m. Saturday to 7 a.m. Monday and holidays)	20	X \$ _____ = \$ _____

Line 5 Total labour (b2): \$ _____

(sub-total PART A) Total (a1) + (b2): \$ _____

PART B - OPTIONAL YEARS

(In accordance with the above conditions (See lines 1 to 5) and notes 1, 2 and 3 below.)

		Option Year #1		Option Year #2		Option Year #3	
Line 1	Allocation	\$20,000.00		\$20,000.00		\$20,000.00	
	Estimated Hours / Year	Hourly Rate		Hourly Rate		Hourly Rate	
Line 2	175	\$/hr	\$	\$/hr	\$	\$/hr	\$
Line 3	15	\$/hr	\$	\$/hr	\$	\$/hr	\$
Line 4	10	\$/hr	\$	\$/hr	\$	\$/hr	\$
Line 5 Total of lines 2+3+4 =		\$		\$		\$	
(Sub-total PART B) Total of lines 1+5 =		\$		\$		\$	

TOTAL – PART A AND PART B (see note 3) : _____ \$

NOTES:

1. The Department will pay the Contractor the amounts negotiated for each repair authorized by the Departmental Representative. The Contractor will be paid for the work at an hourly rate plus materials in accordance with the general provisions of the **Specifications** section and will not be entitled to any additional compensation for any difference between the hours negotiated for each repair and the hours actually worked. The Contractor will be paid only for the materials authorized and used in performing the work and must obtain prior approval from the Department's authorized representative before starting any work.
2. The above hourly rates must include all labour costs related to work done by employees, including all benefits, travel (including labor and traveling time spent getting to and return from site as well as any travel expenses), overhead, parking and Contractor profit.
3. The total amount of PART A and PART B is used for evaluation only.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(see attached document)

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ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of 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)

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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
- 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- 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),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

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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.



Health Canada Building

1001 St-Laurent, Longueuil, Quebec

Food Research and Development Centre Building

3600 Casavant, St-Hyacinthe, Quebec

SPECIFICATIONS

FOR REFRIGERATION CONTRACTOR SERVICES

CONTRACT TERM

The term of this contract shall be two years,
with three option years.

Updated:
June 2017

Montréal Region

Specifications for Refrigeration Contractor Services.

SPECIFICATIONS	SECTIONS	NUMBER OF PAGES
----------------	----------	-----------------

–	Index of specifications	1
–	Specifications	4
–	General safety	15



Montréal Region

(Specifications) for Refrigeration Contractor Services.

INDEX OF SPECIFICATIONS

Section: Specifications

1. General
2. Scope of work
3. Labour
4. Hours of work, security
5. Working conditions
6. Building manager
7. Security of premises
8. Protection of persons and property
9. Fire protection
10. Co-operation
11. Worksheet
12. Cleaning
13. Warranty

Section: General safety

1. General clauses
2. Specific clauses

SPECIFICATIONS



1. GENERAL

The contract documents (conditions, standing offer, general safety) must be read in conjunction with these specifications and the general clauses.

REQUIRED QUALIFICATIONS

See bid documentation.

DEPARTMENTAL REQUIREMENTS

Only qualified technicians with appropriate certification shall be allowed to perform the work.

The Contractor will be fully liable for tools, breakages, lack of knowledge and implication of its staff.

2. SCOPE OF WORK

2.1 General

- 2.1.1 The Contractor must provide labour at the rates indicated in the Price Table in the Appendix and must provide all the tools needed to perform the tasks described in 2.2 below related to the building.
- 2.1.2 Materials may be provided by the building technical officer, or the Contractor may be requested to provide materials. The Contractor will be reimbursed for materials in accordance with the general clauses of the specifications.
- 2.1.3 The Contractor must respond to routine service requests within a maximum of three (3) hours after receiving the notice sent by the building technical officer. The Contractor shall respond to emergency calls 24 hours a day, seven days a week.
- 2.1.4 No drawings are appended to these specifications. As needed, drawings may be consulted on site.
- 2.1.5 Services shall not be provided unless a service request has been made.

2.2 Work likely to be requested (partial list)

The Contractor shall provide all tools required to perform the work.

- Install, repair, modify, relocate and/or perform maintenance on refrigeration (including ultra-cold systems) and air conditioning systems normally found in mid-size or large buildings; Building of St-Hyacinthe construction dating from 1981 and for the building of Longueuil, construction dating from 1972 and a section dating from 1989, totaling 10 000m.c .. Including equipments such as: Thermo ceiling pump, fridge / freezer walk in, air conditioning split / condenser to roof (4), excluding chillers.
- Detect and repair leaks and keep a log of completed work;
- On demand clean system components (condensers, evaporators, etc.);
- Calibrate and adjust probes and other controls;
- Troubleshoot and solve problems with equipment and devices;
- Assist, train and/or inform the departmental refrigeration technician as necessary.



3. LABOUR

- 3.1 Labour shall be supplied by the Contractor and shall be fully qualified.
- 3.2 The building technical officer reserves the right to reject and insist on the replacement of any person he or she deems to be unacceptable.
- 3.3 The Contractor shall supervise its employees so as to ensure that their conduct and attire are appropriate and that their movement within the buildings is limited to the specific requirements of the work to be performed.
- 3.4 The building technical officer shall make available to the Contractor a person to provide guidance as needed during the work period.
- 3.5 The Contractor will be fully liable for tools, breakages, lack of knowledge and implication of its staff.

4. HOURS OF WORK, SECURITY

The work performed will be invoiced by the Contractor in accordance with the Price Table, as follows:

- 7:00 a.m. to 4:00 p.m. Monday to Friday: day rate;
- 4:00 p.m. to 7:00 a.m. Monday to Friday: evening rate;
- 7:00 a.m. Saturday to 7:00 a.m. Monday and holidays: overtime rate.

Work will be done primarily during the day. A pass will be required at all times in order to gain access to the sites.

The Contractor and representatives of the Contractor's firm shall comply with the building security rules.

5. WORKING CONDITIONS

see bid documentations

6. BUILDING MANAGER

The building manager and building technical officer are the only persons authorized to sign invoices and purchase forms for materials.

7. SECURITY OF PREMISES

- 7.1 The Contractor awarded the contract cannot begin work until it obtains basic security clearance for its employees from HC.
- 7.2 The Contractor and representatives of the Contractor's firm must comply with the building security rules.
- 7.3 The Contractor will provide directives, notices and signs to inform the building technical officer and/or authorized representative, in addition to the building occupants, of the work being done.
- 7.4 Materials must be delivered to the place designated by the building administrator. The Contractor's representatives must clear that place upon receipt of materials unless otherwise authorized by the building technical officer.
- 7.5 The Contractor or the Contractor's representatives must sign in and out at the place designated by the building technical officer or authorized representative thereof. They must indicate the time in and time



out and state the reasons for the visit.

8. PROTECTION OF PERSONS AND PROPERTY

- 8.1 The Contractor shall take such safety measures and precautions as are needed to protect persons and property from accidents or damage while maintenance or repair work is being performed.
- 8.2 The Contractor shall be specifically and fully liable for any accidents or damage sustained by persons or property as a result of its activities on the premises.
- 8.3 Special care shall be taken to prevent finished surfaces from being soiled, scratched, damaged or bumped by equipment, ladders, scaffolding or other items that may be used while performing the work.

9. FIRE PROTECTION

Fire protection is prescribed by the Government of Canada Fire Protection Standard.

10. CO-OPERATION

- 10.1 The Contractor shall cooperate with other contractors and/or employees of the department.
- 10.2 The Contractor shall take all necessary measures with the building technical officer before starting the work.
- 10.3 The Contractor shall telephone the building technical officer upon arriving at the site, when leaving the site for any reason and when leaving the site once the work is complete.

11. WORKSHEET

- 11.1 After every repair or service call, the Contractor shall produce three (3) copies of a worksheet along with detailed certificates of replacement parts. The worksheet shall identify the work performed, the parts replaced and/or repaired and the number of hours each employee spent on the job. The Contractor shall submit separate worksheets for maintenance work and repairs. Worksheets for emergency calls shall identify not only the information indicated above, but also the date and exact time of the call, the name of the person making the call, the Contractor's arrival time at the premises and the time the Contractor left.
- 11.2 The building technical officer or his or her authorized representative shall keep a copy signed by the Contractor and shall promptly send a copy to the client department. The third copy shall remain the property of the Contractor.
- 11.3 Where there is no authorized representative on site, the Contractor shall forward to the administrator two (2) copies of the worksheet duly signed by the security guard on duty.
- 11.4 PWGSC must have received the worksheet(s) before paying the invoice.

12. CLEANING

The Contractor shall remove from the site and dispose of away from the building any debris generated by the work performed under this contract and shall clean up the work area at the end of every shift.

13. WARRANTY



The Contractor shall give a one-year warranty on labour and materials beginning on the date of interim acceptance of the work, in addition to any suppliers' or manufacturers' warranties.



GENERAL SAFETY

1. GENERAL CLAUSES

NOTE

The general and or/specific clauses below may apply to the contract only in part or not at all. Before undertaking any work, the Contractor must confirm with the building officer whether he or she is required to comply with the below conditions and must comply in full if required.

- 1.1. In accepting this contract, the Contractor agrees to assume all of the responsibilities normally assigned to the principal contractor and the Employer under the *Act respecting occupational health and safety* and to supervise the work.
- 1.2. The Contractor shall manage its activities so as to ensure that the health and safety of its employees and the occupants of the building or facility and the public and protection of the environment always take precedence over cost and scheduling concerns. Further, the Contractor shall meet all of the requirements of these specifications.
- 1.3. The Contractor shall comply at all times with the provisions of the *Act respecting occupational health and safety*, the *Safety Code for the Construction Industry* and the *Regulation respecting occupational health and safety* where they apply.
- 1.4. The Contractor shall perform all work in accordance with the latest editions of the *National Fire Code of Canada*, the *National Building Code* and the *Canadian Electrical Code* and any other applicable codes or standards.
- 1.5. The Contractor shall submit to the technical officer a prevention program specific to any activities the Contractor is likely to carry out in the building at least 10 days prior to the start of work. The Contractor shall thereafter update the prevention program if the work proceeds differently than initially planned. The building technical officer may, after receiving the program and at any time during the work, demand that the program be amended or complemented to better reflect actual worksite conditions. The Contractor shall then make the necessary changes prior to the start of work.

The prevention program shall be based on identification of risks and shall take into account the information and requirements set out in these specifications. The program shall be applied for the entire term of the contract and shall meet the following requirements:

- include the company's policy on health and safety;
- include an organization chart of health and safety responsibilities;
- identify risks specific to each category of tasks that will be performed in order to execute the contract and the corresponding preventive measures based on the regulatory requirements;
- identify the person responsible for implementing preventive measures;
- take into account risks that may affect the health and safety of workers, occupants of the building or facility and the public;
- include first aid and primary care standards;



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- include an accident response procedure;
 - include a workplace inspection sheet based on the identification of risks;
 - include repair jobs that may be assigned to the Contractor under this contract;
 - include a written undertaking from all stakeholders to comply with the prevention program.
- 1.6. In addition to the program specified in the previous paragraph, for all cases in which the work to be completed involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the Contractor shall develop a prevention program specific to the work to be completed and submit it to the building technical officer, and must also submit it to the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) and the Association paritaire pour la santé et la sécurité du travail, in compliance with section 198 of this Act. The requirements related to that program are the same as the requirements listed in 1.5.
- 1.7. For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a notice of opening of a construction site must be submitted to the CNESST before the start of work and a copy must be submitted to the building technical officer. A copy of this notice must be posted in plain view on the site. When the site is disassembled, the notice of closing of a construction site must be submitted to the CNESST with a copy to the building technical officer.
- 1.8. The Contractor shall submit the following documents to the building technical officer:
- a copy of the training certificates required for application of these specifications and safe planning of the work, for example, general health and safety for construction sites, asbestos, lock-out, first aid);
 - a copy of the safety data sheet for every controlled product used on the worksite, at least three (3) days before the product is used on site;
 - confirmation of medical exams for supervisory staff and all employees where medical exams are required by a statute, a regulation, a directive, a specification or a prevention program. The Contractor shall thereafter submit promptly confirmations of medical exams for all persons new to the worksite;
 - a copy, signed and sealed by an engineer, of all plans and compliance certificates required under the *Safety Code for the Construction Industry* (S-2.1, r. 6), any other statute or regulation, or any other clause of the specifications or the contract. A copy of these documents shall also be sent to the CNESST and be available on the worksite at all times;
 - a mechanical inspection certificate for the machinery used to perform the work (e.g., elevating platforms);
 - an investigation report within 24 hours following any accident that results in an injury or any incident that brings to light a potential hazard;
 - a copy, within 24 hours, of any inspection report, notice of correction or recommendation issued by federal or provincial inspectors.
- 1.9. The Contractor shall ensure that the materials, equipment, tools and protective equipment used to carry out the work are maintained and kept in good condition. Equipment, tools or protective equipment that cannot be installed or used without compromising the health and safety of workers or

the public are deemed to be inadequate for the work to be performed. The technical officer reserves the right to prohibit the use of equipment or tools deemed to be dangerous, defective or inappropriate.

- 1.10. The Contractor shall ensure that its employees have received the training and information needed to perform their tasks safely and that all necessary tools and protective equipment are available, comply with the applicable standards, statutes and regulations, and are used.
- 1.11. The Contractor shall take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, federal and provincial regulations, applicable standards and the prevention program specific to the work, and to comply promptly with any order or notice of correction issued by the Commission des normes, de l'équité, de la santé et de la sécurité du travail "CNESST".

Regardless of the number of workers assigned to the work, the Contractor shall designate a person to act as workplace health and safety officer and give that person the authority to order work stopped or resumed when the person deems such action to be necessary for health and safety reasons.

- 1.12. Without limiting the scope of the preceding clause, the building technical officer may at any time order that work be stopped if he or she believes there is a hazard or risk to the health and safety of employees assigned to the work, the public or the environment.

The Contractor shall take such measures as are needed to ensure effective communication of health and safety information. As soon as they arrive on the worksite, all workers shall be informed of the details of the prevention program and their obligations and rights. The Contractor shall maintain a log of information provided and obtain the signature of every worker who is given the information.

The Contractor shall inform its workers that they have the right to refuse any work that entails a risk to their health or safety.

- 1.13. The Contractor shall inspect the worksites and submit to the building technical officer a duly completed worksite inspection sheet every working day or at an interval determined with the building technical officer on the call-up against a standing offer form.
- 1.14. The Contractor shall promptly take such measures as are needed to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, the building technical officer or the PWGSC health and safety coordinator or in the course of a periodic inspection. Submit to the building technical officer written confirmation of all measures taken to correct non-compliance or hazardous situations.
- 1.15. The Contractor agrees to comply with first aid and emergency response standards in accordance with the applicable policies and regulations and any other clause of the specifications.
- 1.16. The Contractor shall review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.
- 1.17. For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a decision-making representative for the Contractor must attend all meetings where health and safety on the site is considered. The Contractor must set up a worksite committee and hold meetings in compliance with the requirements of the *Safety Code for the Construction Industry*, S-2.1, r.6.
- 1.18. For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the following information and documents must be posted in an area that workers can access easily:



- notice of opening of worksite;
- identification of principal contractor;
- company policy on occupational health and safety;
- prevention program specific to the worksite;
- contingency plan;
- safety data sheets for controlled products used on the worksite;
- minutes of worksite committee meetings;
- names of the worksite committee members;
- names of first aid attendants;
- action and correction reports issued by the CNESST.

- 1.19. The Contractor shall mark off and control access to the work area and install barricades as needed.
- 1.20. The Contractor shall take such measures as are necessary to keep the workplace clean and orderly throughout the work and shall ensure that at the end of each work day, the workplace is free of any hazards.
- 1.21. When a worker works alone in an isolated place, the Contractor shall identify the risks related to the situation and provide the technical officer with a procedure for preventing those risks and quickly getting help in an emergency.
- 1.22. Where a hazard not identified in the specifications arises as a result of or in the course of the work, the Contractor shall stop work immediately, implement temporary protective measures for workers and the public, and notify the building technical officer orally and in writing. The Contractor shall then make the necessary changes to the prevention program to ensure that work can resume safely.
- 1.23. In the event of an incident, the Contractor shall take such measures as are needed, including stoppage of work, to ensure the health and safety of workers and the public and shall contact the technical officer promptly.
- 1.24. Subcontracting is not permitted without special authorization from the building technical officer. In making a decision, the building technical officer will consider the subcontractor's ability to meet these requirements.
- 1.25. Sealing guns and other cartridge devices shall not be used without authorization from the building technical officer.

The above notwithstanding,

- every person who uses a sealing gun shall have a training certificate and shall meet all the requirements set out in section 7 of the *Safety Code for the Construction Industry* (S-2.1, r. 6);
- every cartridge device shall be used in accordance with the manufacturer's instructions and the applicable standards and regulations.

- 1.26. On the worksite, the Contractor shall consider the following conditions in developing a safe work plan:

- There is asbestos in the pipe insulation in some rooms. While there is no requirement in these specifications for handling such asbestos, the Contractor shall notify the building technical officer (chief of operations) immediately if such insulation is disturbed during the work or if



unscheduled work makes it necessary for the Contractor to handle asbestos.

- If the Contractor is asked to carry out work where asbestos dust is likely to be released, the Contractor must comply with the requirements of section 3.23 of the *Safety Code for the Construction Industry*, the *Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1).
- The Contractor may be asked to do roofing work. The Contractor shall indicate in its prevention program the measures to be taken to prevent falls.
- The Contractor may be asked to do work near a body of water or holding pond. The Contractor shall indicate in its prevention program the measures to be taken to prevent the risk of drowning, electric shock and electrocution.
- The Contractor may be asked to do work at heights in the receiving area, plants and elsewhere. The Contractor shall indicate in its prevention program the measures to be taken for work at heights.
- The Contractor may be asked to inspect or check electrical rooms. The Contractor shall indicate in its prevention program the measures it plans to take to protect people in those areas.
- Work in confined spaces may be required. The Contractor shall include in its prevention program the measures it intends to take when working in these areas, and take into account the requirements of section 2.4 of the *Safety Code for the Construction Industry*, the *Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1).
- The Contractor may be asked to do work in laboratories. The Contractor shall contact the building technical officer to determine whether special procedures need to be taken.

2. SPECIFIC CLAUSES

2.1. Lock-out

- 2.1.1. Whenever work is being done on electrically powered equipment or equipment powered by any other source of energy, the Contractor shall convey a lock-out procedure to the Departmental Representative and implement it.
- 2.1.2. The supervisory personnel and all the workers involved or affected by the work for which the lock-out is required must have received training on the lock-out provided by a recognized entity; the Contractor must send the certificates for this training to the Departmental Representative.
- 2.1.3. Before undertaking a lock-out operation on equipment in an occupied site, the Contractor shall coordinate its work with the site representative if the power cut-off could have an effect on site operations or on the occupants.
- 2.1.4. Before undertaking a lock-out operation on equipment, the Contractor shall obtain from the site representative all the information necessary to identify the closure points for the equipment to be subjected to lock-out, check this information, perform the lock-out and then conduct "Zero-Energy" testing before doing the work.
- 2.1.5. The Contractor must complete the Lock-out form supplied by the site representative, where applicable.



2.2. Work of an electrical nature

2.2.1. The Contractor shall ensure that all work of an electrical nature is performed by qualified employees under provincial regulations on professional training and qualification.

2.2.2. Any work on electrical equipment must be done with the power turned off, unless it is not possible to completely disconnect this equipment.

2.2.3. The Contractor must comply with all the requirements in the “Lock-out” paragraph in this section.

2.2.4. The Contractor shall notify the Departmental Representative in writing regarding any work that is impossible to perform with the power turned off. It must demonstrate to the Departmental Representative that the work would be impossible to do with the power turned off and supply all the information needed to complete and obtain a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) before starting the work.

2.2.5. The live-line work permit must at the minimum contain the following:

- Description of the circuit, the equipment and location;
- Justification for the need to do live-line work;
- Description of the work safety practices to be used;
- Conclusions of the shock hazard analysis;
- Definition of the shock protection boundary;
- Conclusions of the flash hazard analysis;
- Description of the flash protection boundary;
- Description of the personal protection equipment required;
- Description of the methods to be used for restricting access to unqualified persons;
- Proof that an information session has been held;
- Approval signature for the live-line work (by a person in authority or the owner).

2.2.6. If due to the operational needs of the site occupants, the Contractor has to do live-line work, it must obtain all the information necessary to complete a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) and have it signed by the site representative designated by the Departmental Representative before the start of the work.

2.2.7. In addition to the requirements indicated in the paragraphs above, the Contractor must comply with the requirements of standard CSA Z462 *Workplace Electrical Safety Standard*.

2.3. Preventing risks of falls



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- 2.3.1. The Contractor must ensure that every person who does work which entails a risk of falling more than 2.4 metres is protected against falls.
 - 2.3.2. The Contractor must provide the equipment needed to work at heights (e.g., ladders, stepladders, elevating platforms, scaffolding).
 - 2.3.3. The Contractor must plan and organize work so as to foster the elimination of hazards at the source or ensure group protection and thus minimize the need for personal protective equipment. Where personal fall protection is needed, workers must use a safety harness conforming to standard CAN-CSA-Z-259.10-M90. A safety belt must not be used for fall protection.
 - 2.3.4. All persons who use an elevating platform (scissor lift, telescoping, articulated or rotating elevating platform, etc.) shall have received training to do so.
 - 2.3.5. Workers shall wear a safety harness on all elevating platforms.
 - 2.3.6. Any opening in a platform or in a roof must be surrounded by a guardrail or blocked with a cover attached to the platform and strong enough to withstand the loads to which it will be subjected, regardless of the dimensions of this opening or the fall height it represents.
 - 2.3.7. Any person working less than two metres from a location from which a fall of three (3) or more metres could occur must use a safety harness, in accordance with regulatory requirements, unless there is a guardrail or other element to ensure an equivalent level of safety.
 - 2.3.8. Protective equipment, tools or devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed.
 - 2.3.9. The danger zone must be marked off wherever equipment for work at heights is used.
 - 2.3.10. Notwithstanding regulatory requirements, the Departmental Representative may order the installation of guardrails or the use of safety harnesses for certain particular situations presenting the risk of a fall of less than three metres.
 - 2.3.11. The Departmental Representative may also order the installation of a guardrail or the use of safety harnesses for certain temporary installations presenting the risk of a fall of less than three metres.

2.4. Data sheets (WHMIS)

- 2.4.1. All persons handling hazardous materials shall be aware of and apply the WHMIS requirements relating to the products used.
- 2.4.2. Transport hazardous materials to the work site in their original containers. Each container shall be labelled in compliance with WHMIS requirements.
- 2.4.3. All chemicals, such as cleaning products, varnishes, paints, solvents, coatings, gases and any other toxic products shall be considered hazardous products.
- 2.4.4. Before starting work, submit for the Departmental Representative's approval all data sheets for hazardous products. These shall comply with the WHMIS requirements and contain the following information:



- product identification;
- ingredients;
- physical data;
- flammability and explosibility;
- reactivity;
- toxicological properties;
- preventive measures;
- first aid measures;
- preparation information.

2.5. Asbestos

Before starting work likely to generate asbestos dust, the Contractor shall:

- 2.5.1. Provide a written procedure covering all of the items listed in section 3.23 of the *Safety Code for the construction industry*, S-2.1, r-6.
- 2.5.2. Show that all workers concerned have been trained in asbestos hazards and the procedure described above (ASP Construction) (clause 3.23.7).
- 2.5.3. Show that it has in hand all the equipment needed to comply with the procedure and safely perform the work.

2.6. Special conditions for confined spaces

- 2.6.1. For each confined space to which the Contractor must have access, the Contractor must include in its prevention program a written procedure identifying the following:
 - the tools needed to perform the work;
 - the equipment installed or to be installed in the confined space and the measures to be taken to install, use, maintain, protect or move the equipment;
 - pipes and conduits entering the confined space;
 - the hazards and safety measures to be taken depending on the work to be performed;
 - contaminants that might be encountered in the confined space;
 - appropriate rescue measures and equipment and emergency measures.
- 2.6.2. The Contractor must complete an access permit for any entry into a confined space. It must convey a copy of its initially filled-out permit beforehand to the building representative; the latter may request that it be changed if the contents are not complete. The permit will be valid

for a period covering one work shift and must include information contained in the evaluation report and any special conditions relating to the work to be performed.

2.6.3. The Contractor must complete a Hot Work permit issued by the building representative where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks.

2.6.4. All persons who have access to a confined space, including the custodian, shall hold the following training certificates:

- PWGSC safe work in confined spaces (ASP Construction or equivalent course);
- workplace first aid and CPR (organization recognized by the CSST);
- use of ventilation devices (ASP Construction or equivalent course);
- use of safety harnesses (ASP Construction or equivalent course);
- use and maintenance of respiratory protection devices (ASP Construction or equivalent course);
- gas detection devices (ASP Construction or equivalent course);
- where the use of supplied-air or self-contained respirators is planned, full training in the preparation, maintenance and use of the devices (manufacturer, supplier or recognized organization) is required;
- in remote areas where there is no local emergency response unit, the Contractor shall designate persons to carry out rescue operations in confined spaces. The rescuers designated by the Contractor shall complete relevant training in the use of rescue equipment.

2.4.5. Anyone who has to use a supplied air respirator must present a medical certificate which confirms their ability to use this sort of device. This certificate will be valid for a term of two (2) years.

2.4.6. Employees required to work in sewage collection systems or similar systems shall be vaccinated against infectious diseases, that is, against diphtheria and tetanus, in accordance with the immunization program prescribed by Health Canada, and for work at the Correctional Service Canada, against hepatitis "B."

2.4.7. Vaccination against diphtheria and tetanus is strongly recommended for work in confined spaces.

2.4.8. The Contractor shall establish an emergency and rescue procedure with municipal and ambulance services. The procedure, telephone numbers and location of the nearest telephone shall be clearly posted near the work location.

2.4.9. Before entering the confined space and continuously thereafter, the Contractor shall take readings of the concentration of oxygen, flammable gases and any toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide, and make sure that no one enters the confined spaces if the gas concentrations are not within regulatory limits. The readings must be recorded in the entry permit. The detection devices used shall be calibrated and adjusted by a qualified person according to the manufacturer's instructions so that the alarms comply with the limits set out in the permit.



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- 2.4.10. The Contractor shall supply its own gas detection devices and keep them in good condition. The Departmental Representative must at all times be able to have the accuracy of the Contractor's devices checked by a qualified person. If a detection device fails, work shall be suspended immediately, and all workers shall leave the confined space. No claim for lost time will be accepted under such circumstances.
- 2.4.11. If the alarm on a detection device sounds, all workers shall leave the confined space. The Contractor shall then determine the source of the contamination, neutralize it and ventilate the confined space in order to eliminate any remaining contaminant and shall keep individuals out of the confined space until the oxygen and gas levels have returned to normal.
- 2.4.12. Compressed gas cylinders and welding machines shall not be taken into confined spaces. Such equipment shall remain outside and shall not block any entrance or exit. All cylinders shall be properly secured.
- 2.4.13. Electric tools and devices used to access confined spaces shall be grounded and, if necessary, designed to be explosion-proof. All equipment shall be connected to a ground fault interrupter or step-down transformer. The Contractor shall, at its own expense, have a qualified electrician modify any power outlets and/or circuit breakers it plans to use which do not meet these criteria.
- 2.4.14. The Contractor shall provide a ventilation system in order to keep the contaminant levels below the allowable limits.
- 2.4.15. The Contractor shall post signs to stop unauthorized persons from entering the confined space.
- 2.4.16. Where it is impossible to keep the noise level below 85 dB, the Contractor shall provide all workers with ear protectors appropriate to the desired level of attenuation and the work to be performed.
- 2.4.17. The Contractor shall ensure that all workers wear the required personal protective equipment.
- 2.4.18. The Contractor shall assign a qualified person to assume the duties of custodian. The custodian shall:
- Be familiar with the procedure for working in a confined space;
 - Ensure constant communication with all workers in the confined space. The directives applied shall be adapted to confined spaces. The Contractor shall select means of communication taking into account the identified hazards and other pertinent factors, that is, the protective equipment workers are required to wear, noise levels in and near confined spaces, remoteness, lighting conditions, etc.;
 - Be familiar with the gas detection devices and ensure that they are in working order throughout the work;
 - Be familiar with the back-up ventilation systems and ensure that they are in working order throughout the work;
 - Be familiar with emergency procedures;
 - Ensure that:

- All workers entering the confined space observe the Contractor's work procedure;
- Working conditions and the work environment inside the confined space are not detrimental to the workers' health and safety.

2.4.19. The custodian shall remain at the entrance to the confined space as long as there is a worker in the space.

2.4.20. The Contractor shall designate a person to be in charge of safety in confined spaces. This person must be present on the worksite at all times.

2.4.21. The same person may serve as custodian and confined spaces safety officer, as long as he or she is able to meet the requirements of both positions.

2.5. Hot work

2.5.1. Hot work means any work that involves the use of an open flame or which may produce heat or sparks, such as the following work: riveting, welding, cutting, grinding, milling, burning and heating, etc.

2.5.2. Prior to the start of any hot work, the Contractor must obtain a hot work permit issued by the building technical officer.

2.5.3. A working handheld extinguisher appropriate to the fire hazard shall be available and readily accessible within a 5-metre radius of any flame or source of sparks or intense heat.

2.5.4. The Contractor shall designate a person to continuously monitor fire risks for a minimum period of one (1) hour after the end of any hot work. This person must sign the section of the permit designated for this purpose and give it to the building technical authority after that hour has gone by.

2.5.5. When the hot work is done in areas where there are combustible materials or where the walls, ceilings or floors are made of or covered with combustible materials, a final inspection of the work area must be scheduled four (4) hours after the work has finished. Unless specified otherwise by the Departmental Representative, the Contractor must assign a person to carry out this monitoring.

2.5.6. Propane cylinders shall be stored in accordance with standard CAN/CSA-B149.2-00, *Propane Storage and Handling Code*, and shall meet the specific conditions set out in this document. Cylinders shall be stored outside in a safe place where they will not be handled by unauthorized persons, in a storage unit designed for that purpose; they shall be stored securely in an upright position, and the storage unit shall be locked at all times; the storage unit shall be located in an area where there is no vehicle traffic unless the area is protected by gates or an equivalent means.

All cylinders used or stored on worksites shall have a collar designed to protect the valve.

Refilling of cylinders on worksites is not permitted unless a procedure conforming to standard CAN/CSA B149.2 is approved and authorized by the building technical officer.

2.5.7. Welding and cutting

Note: For welding and cutting operations, it is important to ensure that the following conditions are met in addition to the conditions stated above.



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- Welding and cutting must be performed in accordance with the requirements set out in the *Safety Code for the construction industry*, S-2.1, r.6, and CSA standard W117.2, *Safety in Welding, Cutting and Allied Processes*.
 - An air extraction system with filters must be used for all welding and cutting work performed inside.
 - Pause any activity that produces gases, vapors or flammable or combustible dust if in proximity to welding or cutting work.
 - Welding and cutting devices are extremely dangerous in terms of fire risk. The following precautions must be taken when that type of work is being carried out:
 - Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated;
 - Store oxygen cylinders at least 6 metres away from cylinders containing flammable gas (e.g., acetylene) or such combustible materials as oil and grease, unless they are separated by a wall made of non-combustible material, as specified in section 3.13.4 of the *Safety Code for the construction industry* (R.S.Q., c S-2.1, r. 6);
 - Put fireproof cloths in place when overhead welding is being done and there is a risk of falling sparks;
 - Store cylinders away from heat sources;
 - Do not store cylinders near stairs, exits, corridors or elevators;
 - To avoid the risk of explosion, do not allow acetylene to come into contact with such metals as silver, mercury, copper and brass alloys containing more than 65% copper;
 - Make sure that all electric arc welding equipment has the required voltage rating and is grounded;
 - Make sure that the lead wires of the electric welding equipment are not damaged;
 - Place the welding equipment on a flat surface protected from the weather;
 - Remove or protect flammable or combustible materials located 15 metres or closer to the welding work;
 - Closed containers are not to be welded or cut;
 - Take protective measures when welding or cutting near pipes, tanks or other containers containing flammable substances;
 - Do not cut, weld or carry out open-flame work on a tank, pipe or other container that may contain a flammable or explosive substance or residue, unless:

- the container has been cleaned and air samples have been taken, indicating that the work can be done safely, or
- measures have been taken to ensure worker safety.

2.6. Scaffolding

Over and above the requirements of the *Safety Code for the construction industry*, any Contractor who uses scaffolding must meet the following conditions:

2.6.1. Footings:

- Scaffolding shall be placed on solid footings so as to prevent it from sliding or tipping.
- If the Contractor wishes to place scaffolding on a roof, an eave, a canopy or a garret, the Contractor shall submit its load calculations and its plans, signed and sealed by an engineer, to the Departmental Representative and obtain the latter's authorization before beginning installation.

2.6.2. Assembly, bracing and anchoring

- All scaffolding shall be assembled, braced and anchored in accordance with the manufacturer's instructions and the provisions of the *Safety code for the construction industry*.
- In situations where it is necessary to remove some scaffolding components (e.g. cross pieces), the Contractor, before assembling the scaffold, shall submit to the Departmental Representative an assembly procedure, signed and sealed by an engineer, certifying that the scaffolding will allow work to be carried out safely, taking into account the loads that will be applied.
- For any scaffolding structure where the span between two scaffolding supports is greater than three metres, the Contractor shall provide the Departmental Representative with an assembly plan signed and sealed by an engineer, before the scaffolding is assembled.
- Fall protection during assembly
- Throughout the assembly process, workers shall be protected against falls if they are exposed to a risk of falling farther than three metres.

2.6.3. Platforms

- Scaffold platforms shall be designed and installed in accordance with the provisions of the *Safety code for the construction industry*.
- If planks are used, they shall be approved and stamped in accordance with section 3.9.8 of the *Safety code for the construction industry*.
- Scaffolding four sections (or six metres) high or higher shall have a full platform covering the entire surface of the putlogs every 3 m or portion thereof, and at no time shall the components of such platforms be moved to create intermediate landings.

2.6.4. Guardrails



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- A guardrail shall be installed on every platform.
 - Cross-bracing shall not be considered guardrails.
 - If the platforms are not full ones, the guardrails must be installed just above the edge of the platform in such a way that there is no empty horizontal space between the platform and the guardrail.
 - On scaffolding four (4) sections (or 6 metres) high or higher that require full platforms, the guardrails shall be installed on every platform at the start of work and shall remain in place until the work is finished.

2.6.5. Access

- The Contractor shall ensure that access to scaffolding does not compromise worker safety.
- Where the scaffolding platforms are made up of planks, ladders shall be installed so as to ensure that any planks that extend past the edge do not prevent the workers from moving up or down.
- Notwithstanding the provisions of the *Safety code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or nine metres) high or higher.

2.6.6. Protection of the public and occupants

- Where the scaffolding is installed in an area accessible to the public, the Contractor must take measures to prevent the public from accessing the scaffolding, and if need be, any work area or storage area located near this scaffolding.
- The Contractor shall install covered walkways, nets or other similar devices to protect the public and occupants from falling objects. The protection measures used must be approved by the Departmental Representative.

2.6.7. Use of public roadways

- Where it is necessary to encroach on a public roadway, the Contractor shall obtain at its own expense any authorizations and permits required by the competent authority.
- The Contractor shall install at its own expense all signage, barricades or other devices needed to ensure the safety of the public and its own installations. Ladders shall be installed so as to ensure that planks which extend past the edge do not prevent workers from moving up or down.
- Notwithstanding the provisions of the *Safety Code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six or more sections (or 9 m) high.

2.6.8. Engineer's plans

- In addition to those required by the *Safety Code for the construction industry*, the Departmental Representative reserves the right to demand engineer's plans for other scaffolding types or configurations.



-
- A plan signed and sealed by an engineer is required for any scaffolding to which tarpaulins, canvases or other contrivances susceptible to wind uplift are attached.
 - A certificate of compliance must be signed by an engineer for all cases where an engineer's plan is required, before anyone uses the facility for which the plan was created. A copy of these documents should at all times be available at the site.



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Security Classification / Classification de sécurité
UNCLASSIFIEDSECURITY 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 / Public Works and Government Services Canada
Ministère ou organisme gouvernemental d'origine2. Branch or Directorate / Direction générale ou Direction
BI

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
Service de Frigoriste (réfrigération)6. a) Will the supplier require access to Controlled Goods? ☒ No ☐ Yes
Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Oui5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? ☒ No ☐ Yes
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? 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? ☒ No ☐ Yes
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
(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)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. ☐ No ☒ Yes
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. Non Oui6. c) Is this a commercial courier or delivery requirement with no overnight storage? ☒ No ☐ Yes
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Non Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada ☐NATO / OTAN ☐Foreign / Étranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions
Aucune restriction relative à la diffusion ☐Not releasable
À ne pas diffuser ☐Restricted to: / Limité à: ☐

Specify country(ies): / Préciser le(s) pays:

All NATO countries
Tous les pays de l'OTAN ☐Restricted to: / Limité à: ☐

Specify country(ies): / Préciser le(s) pays:

No release restrictions
Aucune restriction relative à la diffusion ☐Restricted to: / Limité à: ☐

Specify country(ies): / Préciser le(s) pays:

7. c) Level of Information / Niveau d'information

PROTECTED A ☐PROTÉGÉ A ☐PROTECTED B ☐PROTÉGÉ B ☐PROTECTED C ☐PROTÉGÉ C ☐CONFIDENTIAL ☐CONFIDENTIEL ☐SECRET ☐SECRET ☐TOP SECRET ☐TRÈS SECRET ☐TOP SECRET (SIGINT) ☐TRÈS SECRET (SIGINT) ☐NATO UNCLASSIFIED ☐NATO NON CLASSIFIÉ ☐NATO RESTRICTED ☐NATO DIFFUSION RESTREINTE ☐NATO CONFIDENTIAL ☐NATO CONFIDENTIEL ☐NATO SECRET ☐NATO SECRET ☐COSMIC TOP SECRET ☐COSMIC TRÈS SECRET ☐PROTECTED A ☐PROTÉGÉ A ☐PROTECTED B ☐PROTÉGÉ B ☐PROTECTED C ☐PROTÉGÉ C ☐CONFIDENTIAL ☐CONFIDENTIEL ☐SECRET ☐SECRET ☐TOP SECRET ☐TRÈS SECRET ☐TOP SECRET (SIGINT) ☐TRÈS SECRET (SIGINT) ☐



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

☒ No ☐ Yes
Non Oui

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:

Salle mécanique et toiture

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?
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			CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL				A	B	C	CONFIDENTIEL	
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 ☐ Yes
Non Oui

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

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

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

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

☒ No ☐ Yes
Non Oui

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

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



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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)

Périard, Céline

Title - Titre

Agente des Immeubles et Infrastructures

Signature

Céline Périard

Telephone No. - N° de téléphone
514-496-3694

Facsimile No. - N° de télécopieur
514-496-3522

E-mail address - Adresse courriel
celine.periard@tpsgc.gc.ca

Date
2017/06/21

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

Name (print) - Nom (en lettres moulées)

Passemard, Mirelle

Title - Titre

~~SO~~ ASLI # 41

Signature

Mirelle Passemard

Telephone No. - N° de téléphone
514-496-3534

Facsimile No. - N° de télécopieur
514-496-3324

E-mail address - Adresse courriel
mirelle.passemard@pwgsc-tpsgc.gc.ca

Date
2017-06-22

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

☐ No
Non

☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

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)

Title - Titre

Signature

Linda Daly

Contract Security Officer

Linda Daly

Telephone No. - N° de téléphone
613-957-9837

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
Linda.Daly@tpsgc-pwgsc.gc.ca

Date
June 23/17