

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British Columbia

V6Z 0B9

Bid Fax: (604) 775-9381

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British C

V6Z 0B9

Title - Sujet Scrubber Inspection & Maintenance	
Solicitation No. - N° de l'invitation W684Q-190045/A	Date 2019-01-04
Client Reference No. - N° de référence du client W684Q-190045	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-025-8520
File No. - N° de dossier PWY-8-41156 (025)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-02-15	Time Zone Fuseau horaire Pacific Standard Time PST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fung, Donna(PWY)	Buyer Id - Id de l'acheteur pwy025
Telephone No. - N° de téléphone (604)671-9689 ()	FAX No. - N° de FAX (604)775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DND - CFB Esquimalt - Victoria, BC	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS	5
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	7
2.5 APPLICABLE LAWS.....	7
2.6 OPTIONAL SITE VISIT.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	11
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	12
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	13
6.1 SECURITY REQUIREMENTS	13
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	13
A. STANDING OFFER	13
7.1 OFFER.....	13
7.2 SECURITY REQUIREMENTS	13
7.3 STANDARD CLAUSES AND CONDITIONS.....	14
7.4 TERM OF STANDING OFFER	14
7.5 AUTHORITIES	14
7.6 IDENTIFIED USERS.....	15
7.7 CALL-UP INSTRUMENT	15
7.8 LIMITATION OF CALL-UPS	16
7.9 FINANCIAL LIMITATION.....	16
7.10 PRIORITY OF DOCUMENTS	16
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.12 APPLICABLE LAWS.....	16

B. RESULTING CONTRACT CLAUSES	17
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS.....	17
7.3 TERM OF CONTRACT	17
7.4 PAYMENT	17
7.5 INVOICING INSTRUCTIONS	18
 ANNEX "A" STATEMENT OF WORK.....	 19
 ANNEX "B" BASIS OF PAYMENT	 20
 ANNEX "C" SECURITY REQUIREMENTS CHECK LIST	 22
 ANNEX "D" INSURANCE REQUIREMENTS	 27
 ANNEX "E" ELECTRONIC PAYMENT INSTRUMENTS	 28

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 Statement of Work, the Basis of Payment, Security Requirements Check List, Insurance Requirements, and the Electronic Payment Instruments.

1.2 Summary

- 1.2.1 The scheduled maintenance, repairs and replacements of parts associated with five Electroplating Scrubbers located at CFB Esquimalt in Dockyard building 250.
- 1.2.2 The requirement is subject to the provisions of 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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

2.1.1.1 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.1.1.2 Prices – Items

Offerors must submit firm prices for all items listed in Annex "B."

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 in the RFSO.

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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 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 British Columbia.

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

2.6 Optional Site Visit

There will be a site visit on January 15, 2019 at 9:00am. Interested bidders are to meet at CFB Esquimalt, Dockyard building 250. The site visit will begin in the Dock Yard Gate Parking Lot. Vehicles will be parked at the Dock Yard Gate and bidders will be escorted to the work site, which is approximately a 10 minute walk. Bidders will be required to wear personal protective equipment, including hard hat, high visibility vest, and safety footwear.

All site visit attendees must first pre-register with the Contracting Authority, Donna Fung, by email at donna.fung@pwgsc-tpsgc.gc.ca no later than January 11, 2019 with the name(s) of the individual(s) attending the site visit and the name of the company. A maximum of two (2) representatives per bidder will be permitted to examine the sites.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted.

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

Section I: Technical Offer (4 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B", Basis of Payment.

3.1.1 Electronic Payment of Invoices – Offer

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

If Annex "E" 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,

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

Offerors are to demonstrate that the following trades would be available to provide services on this standing offer when requested. Offeror must provide names of one person for each of the following three (3) labour categories and provide copies of the relevant trade qualification and training certificates.

1. Electrician currently certified in British Columbia will be required to lockout panels to isolate the scrubbers. Work on various electrical motors, pumps and sensors. Have a good knowledge of Programmable Logic Controls and low voltage systems.
2. Plumber currently certified in British Columbia will be required to work with various ABS and PVC and copper piping. Remove and replace valves and pressure gauges seals and flanges.
3. HAZMAT Technician must have formal HAZMAT training. Examples: Hazardous Material Management, HAZMAT Operations Training, HAZMAT Technician Training. HAZMAT Technician will be required to handle hazardous materials and wear appropriate personal protective equipment including self-contained breathing apparatus. Conduct confined space entry as per WCB requirements. Transport and dispose of HAZMAT materials. HAZMAT Technician shall have the qualifications, experience and training required to complete work as detailed in Annex A, conforming to regulations and codes.

4.1.1.2 Point Rated Technical Criteria

The Bidder must demonstrate that the Company and Service Team proposed has the necessary technical/managerial background and experience to carry out the work. This is to include any proposed subcontractors to ensure the service and work can be provided. The Offeror must also demonstrate that they have the necessary expertise to ensure the services requested herein can be provided.

Failure to provide the necessary information required to fully evaluate the Bid, will render your submission non-responsive and will be given no further consideration.

The offeror must score at least **60%** of the maximum points available in each of the two sections subject to point rating. Bids which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

Rating Scale

Unsatisfactory: 0 - 20% of points available

Information and content provided is insufficient for any evaluation of the services offered.

Poor: 21 - 39% of points available

Information and content provided is insufficient for effective evaluation and is considered not acceptable for meeting the service requirements.

Fair: 40 - 59% of points available

Information and content provided is minimal and is considered to be less than acceptable for meeting the service requirements.

Good: 60 - 75% of points available

Information and content provided is sufficient for evaluation. Services offered are average and will meet the performance of the requirement.

Very Good: 76 - 89% of points available

Information and content provided is more than sufficient for effective evaluation. Services offered are of above average and will more than meet the performance of the requirement.

Excellent: 90 - 100% of points available

Information and content provided is exceptional. Services offered exceed the performance requirements.

All proposals received will be evaluated for their technical and management content utilizing the following point rating: **Total Points Available – 85**

1. Organization: 50 Points

- a) Provide a company organization chart clearly identifying the overall chain of command, including administrative personnel and the service team proposed to perform the work specified herein.

Maximum point value: 15

- Org Chart (5 pts)
- Service Team (6 pts): 2 pts per person - max 3 people
- Provide a back-up plan for persons absent from the Org Chart (4 pts)

- b) Outline the Company Suitability in sufficient detail showing the responsibilities and reporting relationships of the proposed personnel within the company when tasked by DND's Real Property Operations. Demonstrate a full understanding of the requirement. Show the ability to respond as detailed in the scope.

Maximum point value: 30

- Responsibilities and reporting relationships of personnel working on this contract (10 pts)
- Understanding and meeting the requirement (10pts)
- Ability to respond as detailed in the scope (10pts)

- c) Show what trades and resources would be sub-contracted out.

Maximum point value: 5

- Sub-Contracted Trades and Resources (5 pts)

2. Management and Staff Qualifications: 35 Points

- a) Provide an outline of your company's past experience from at least one contract of similar size and scope of which your company has undertaken within the past five (5) years. Provide details on the type of work, the responsibilities of the company, number of staff, sub-contractors and overall cost of the project. Provide which firm this previous work was done for and a contact number.

Maximum point value: 35

- Details of work (10 pts)
- Company responsibilities (10 pts)
- Project cost (5 pts)
- Number of staff (4 pts)
- Sub-contractors (4 pts)
- Identify previous firm and contact number (2 pts)

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet the mandatory criteria; and
 - (c) The offeror must score at least **60% on each of the 2 sections.**
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest compliant price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. 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 has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

The following security requirements apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to *sensitive work site(s)* must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD / PWGSC.
3. Sub-Contracts, which contain security requirements, are NOT to be awarded without the prior written permission of CISD / PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and Security Guide (if applicable), attached at Annex "C"; and
 - 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 16 June 2019 to 15 June 2022.

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 two (2) additional one (1) year periods, from 16 June 2022 to 15 June 2023 and from 16 June 2023 to 15 June 2024 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 thirty (30) 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:

Donna Fung, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
219-800 Burrard Street
Vancouver, BC V6Z 0B9

Telephone: (604) 671-9689
Facsimile: (604) 775-6633
E-mail address: donna.fung@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 identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

Name : _____

Title : _____

Telephone : _____

Facsimile : _____

E-mail address : _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence / Real Property Operations Section (Esquimalt) Real Property Operations Unit (Pacific).

7.7 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 2 and 3 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.

7.8 Limitation of Call-ups

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

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$570,000.00 (over the three (3) year period, *Applicable Taxes included*) 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 three 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.

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2018-06-21), General conditions: Services (medium complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List;
- h) Annex "D", Insurance Requirements;
- i) the Offeror's offer dated _____.

7.11 Certifications and Additional Information

7.11.1 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 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 British Columbia.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex "B," Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

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

7.4.2 Method of Payment

H1008C (2008-05-12) Monthly Payment

7.4.3 SACC Manual Clauses

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

C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.4.4 Electronic Payment of Invoices – Call-up (if applicable)

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)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. The Contractor must distribute the invoices and reports as follows:
The original and one (1) copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.6 Insurance Requirements

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

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

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

7.7 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

7.8 Worker's Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

Solicitation No. - N° de l'invitation
W684Q-190045/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
PWY-8-41156

Buyer ID - Id de l'acheteur
PWY025
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" STATEMENT OF WORK

(attached separately)

ANNEX "B" BASIS OF PAYMENT

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

STANDING OFFER PERIOD: 16 June 2019 to 15 June 2022

Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	YEAR 1 Price per Unit applicable taxe(s) extra	YEAR 2 Price per Unit applicable taxe(s) extra	YEAR 3 Price per Unit applicable taxe(s) extra	Extended amount applicable taxe(s) extra
SCHEDULED MAINTENANCE, INSPECTION AND REPAIR						
Monthly Inspection for all five scrubbers	monthly	11	\$	\$	\$	\$
Annual Inspection for all five scrubbers	annual	1	\$	\$	\$	\$
LABOUR (Regular Hours: Monday to Friday, 0730hrs – 1600hrs)						
Plumber	hourly	350	\$	\$	\$	\$
Hazmat Technician	hourly	200	\$	\$	\$	\$
Electrician	hourly	150	\$	\$	\$	\$
Labourer	hourly	200	\$	\$	\$	\$
LABOUR (Outside Regular Hours)						
Plumber	hourly	70	\$	\$	\$	\$
Hazmat Technician	hourly	40	\$	\$	\$	\$
Electrician	hourly	30	\$	\$	\$	\$
Labourer	hourly	40	\$	\$	\$	\$
REPLACEMENT PARTS						
Mark-up on Materials		\$65,000	%	%	%	\$
TOTAL EXTENDED AMOUNT (A) Excluding applicable taxe(s)						\$

OPTIONAL STANDING OFFER PERIOD: 16 June 2022 to 15 June 2024

Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	OPTIONAL YEAR 4 Price per Unit applicable taxe(s) extra	OPTIONAL YEAR 5 Price per Unit applicable taxe(s) extra	Extended amount applicable taxe(s) extra
SCHEDULED MAINTENANCE, INSPECTION, AND REPAIR					
Monthly Inspection for all five scrubbers	monthly	11	\$	\$	\$
Annual Inspection for all five scrubbers	annual	1	\$	\$	\$
LABOUR (Regular Hours: Monday to Friday, 0730hrs – 1600hrs)					
Plumber	hourly	350	\$	\$	\$
Hazmat Technician	hourly	200	\$	\$	\$
Electrician	hourly	150	\$	\$	\$
Labourer	hourly	200	\$	\$	\$
LABOUR (Outside Regular Hours)					
Plumber	hourly	70	\$	\$	\$
Hazmat Technician	hourly	40	\$	\$	\$
Electrician	hourly	30	\$	\$	\$
Labourer	hourly	40	\$	\$	\$
REPLACEMENT PARTS					
Mark-up on Materials		\$65,000	%	%	\$
TOTAL EXTENDED AMOUNT (OPTIONAL YEARS) (B) Excluding applicable taxe(s)					\$

TOTAL OFFER AMOUNT (A) + (B) Excluding applicable taxe(s)	\$
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ANNEX "C"



Government of Canada
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Contract Number / Numéro du contrat

V684Q-190045

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction ADM(IE) Section Esquimalt, RPOU(P)
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 Inspect, maintain and repair 5 industrial air scrubbers used by the electroplating shop in Dockyard 250, CFB Esquimalt.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W684Q-190045

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

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

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

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

If Yes, will unscreened personnel be escorted?

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	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		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

☒

No
Non

☐

Yes
Oui

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

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

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

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

☒

No
Non

☐

Yes
Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W684Q-190045

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

R. Arnot

Title - Titre

Contract Supervisor

Signature

R Arnot

Telephone No. - N° de téléphone

250-363-1900 ext:80033

Facsimile No. - N° de télécopieur

250-363-1924

E-mail address - Adresse courriel

richard.arnot@forces.gc.ca

Date

JUL 18 2018

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

Name (print) - Nom (en lettres moulées)

*Tippy Graham - DSSC
Senior Security Analyst
Tel: 1-877-998-9889
Email: tippy.graham@forces.gc.ca*

Title - Titre

Signature

Tippy Graham

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

25 JULY 2018

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?

☒ X

No

Non

☒ X

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

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

UNCLASSIFIED

NOTE: THIS IS A GUIDE ONLY. ONLY PWGSC/CISD SECURITY CLAUSES INCOPORATED INTO THE CONTRACT ARE CONSIDERED LEGALLY BINDING. THIS GUIDE IS FOR THE USE OF THE DND PROJECT/TECHNICAL/SCIENTIFIC AUTHORITY AND PWGSC/CISD. IT TO THE CONTRACTOR.

Security Guide to SRCL SRCL W684Q-190045

- Nil Security Requirement exists for this contract other than, personnel working on this procurement require, as a minimum, a **RELIABILITY** clearance before access to a secure site is granted. Contractor personnel working on DND sites shall abide by the National Defence Security Orders & Directives (NDSOD's) as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- Prior to allowing access to secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the Canadian and International Industrial Security Division (CIISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.
- At no time will the contractor personnel be allowed to have any access to CLASSIFIED/PROTECTED data/documentation/systems and assets.
- Subcontracts containing security requirements are prohibited without the prior written authority of CIISD/PWGSC.

DND Personnel:

The DND Contract Security Officer DPM Secur 3-4, is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CIISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign Suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA), and shall adhere to instructions issued by their responsible NSA/DSA.

UNCLASSIFIED

ANNEX “D” INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

ANNEX “E” ELECTRONIC PAYMENT INSTRUMENTS

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)