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Solicitation No. - N° de l'invitation  
W6837-194728/A  
Client Ref. No. - N° de réf. du client  
W6837-194728

Amd. No. - N° de la modif.  
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TOR-9-42115

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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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic and any other annexes

### **1.2 Summary**

The work under this Regional Individual Standing Offer (RISO) comprises the furnishing of all labour, materials and equipment required for the transfer, vacuuming, removal and or disposal of raw or partially treated wastewater / septic /storm sewer, or related materials from various areas through DND CFB Kingston, RMC, Fort Henry Heights, Vimy Barracks, McNaughton Barracks and its satellite locations Fort Frontenac, Kingston Armouries, and Brockville Armouries. This includes pumping of grease traps located throughout Vimy, McNaughton, Fort Henry heights, RMC and Fort Frontenac. The work also requires vacuuming, transporting and disposal of oil/water separators, sediment traps, wash bay traps, stormceptors and procetpors. All on an 'as-and-when-requested' basis.

The period for making call-ups and providing services against the Standing Offer is from the date of issue to April 30, 2022 inclusive. An option provision to extend the period of the Standing Offer by one (1) additional year to April 30, 2023 will also be included.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006 \(2019-03-04\)](#) 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

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving - PWGSC  
10<sup>th</sup> Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6

[TPSGC.oreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: 416-952-1256

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### 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.

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## 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 Ontario, Canada.

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copies)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 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 the Annex B – Basis of Payment detailed below. The total amount of Applicable taxes must be shown separately.

#### **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 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

- (a) The Offeror must provide pricing in Canadian currency
- (b) The Offeror must provide pricing for all items in the pricing basis “A” and “C” or pricing basis “B” and “C” without changing the format of the pricing basis.

**4.1.1.2** The Offeror’s pricing for each year will be multiplied by the corresponding estimated usage to calculate the extended pricing. The extended pricing basis “A” and “C” will be added together to calculate the evaluated price for the vacuum truck. The extended pricing for pricing basis “B” and “C” will be added together to calculate the evaluated price for all other services.

### **4.2 Basis of Selection**

An Offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price for pricing basis “A” and “C” will be recommended for issuance of a standing offer for vacuum truck services. The responsive offer with the lowest evaluated price for pricing basis “B” and “C” will be recommended for issuance of a standing offer for all other services.

## **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 property 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/development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/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.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 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.

##### **6.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

first quarter: April 1 to June 30  
second quarter: July 1 to September 30  
third quarter: October 1 to December 31  
fourth quarter: January 1 to March 31

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of issue to April 30, 2022 inclusive.

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from May 1, 2022 to April 30, 2023 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 anytime before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

#### 6.5 Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Aaron Abela  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 10th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6

Telephone: 416 262 6212  
E-mail address: [aaron.abela@pwgsc-tpsgc.gc.ca](mailto:aaron.abela@pwgsc-tpsgc.gc.ca)

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

##### 6.5.2 Technical Authority

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

The Technical 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.

##### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 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.

## 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: 8 Wing Trenton, Trenton, Ontario, Canada.

## 6.8 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 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

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

## 6.10 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, Insurance Requirements;
- h) Annex D, Standing Offer Reporting;
- i) the Offeror's offer dated \_\_\_\_\_

## 6.11 Certifications and Additional Information

### 6.11.1 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

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File No. - N° du dossier  
TOR-9-42115

Buyer ID - Id de l'acheteur  
TOR015  
CCC No./N° CCC - FMS No./N° VME

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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.

#### **6.12 Applicable Laws**

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

#### **6.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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.

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

Section 13 - Interest on Overdue Accounts, of 2010C (2018-06-21) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

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

#### **6.3.2 Delivery Date**

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

### **6.4 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.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex "B" for a cost of \$\_\_(to be inserted into Standing Offer Document by PWGSC). Customs duties are included and Applicable taxes extra.

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

#### **6.5.2 Limitation of Price**

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

### **6.5.3 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)

### **6.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.7 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". 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.

### **6.8 SACC Manual clause**

A0285C (2007-05-25) Workers Compensation  
A9068C (2010-01-11) Site Regulations Government  
B1501C (2018-06-21) Electrical Equipment

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**ANNEX "A"**

**STATEMENT OF WORK**

**SECTION A** – General Scope of Work

**SECTION B** – Transfer and/or Disposal of Wastewater and Minor Sewer Maintenance / Flushing

## **SECTION A** – General Scope of Work

### **1. SCOPE OF WORK**

#### a. General

The work under this Regional Individual Standing Offer (RISO) comprises the furnishing of all labour, materials and equipment required for the transfer, vacuuming, removal and or disposal of raw or partially treated wastewater / septic/storm sewer, or related materials from various areas through CFB Kingston, RMC, Fort Henry Heights, Vimy Barracks, McNaughton Barracks and its satellite locations Fort Frontenac, Kingston Armouries, and Brockville Armouries. This includes pumping of grease traps located throughout Vimy, McNaughton, Fort Henry Heights, RMC and Fort Frontenac.

b. The work also requires vacuuming, transporting and disposal of oil/water separators, sediment traps, wash bay traps, stormceptors and preceptors

#### c. Work Included

Work Includes:

(1) Remove and transfer or dispose of raw or partially treated wastewater, septic/grey water tank contents, bio-solids, oil/water, grit/sand, mechanical room sump pump contents, kitchen grease traps and manhole or related materials as specified in the call-up document.

(2) Perform minor maintenance on sewer, septic lines and systems (i.e. line flushing, camera studies, sewer line locates, on lines up to 300 mm (12 in) in diameter.

### **2. SITE ACCESS**

Access to the site is subject to restriction such as troop movement or other security regulations as laid out by the respective Unit(s). All possible steps will be taken to provide the Contractor with access to delivery areas at all times; however, Department of National Defence (DND) activity may require some closure of the areas at times.

Two working days of advance notice to the Technical Authority (TA) is required before delivery to mitigate issues that can arise from DND activity. The authorized contact for delivery purposes is the TA specified in this RISO.

All personnel must be prepared to show their government issued photo identification (such as a driver's license or other piece of identification which the TA deems acceptable) while on DND property. Canada will not be responsible for costs incurred by the Supplier if the personnel are refused entry to the Canadian Forces Base.

### **3. STANDARDS**

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

#### **4. SCHEDULE OF WORK**

- a. The Contractor must arrange his work in such a manner as to cause the least Inconvenience to the building occupants.
- b. Work on job site must be carried out between the hours of 0730 and 1500, Monday to Friday (excluding Statutory holidays), unless authorized otherwise by the TA.

#### **5. USE OF PREMISES**

At all times, the Contractor must confine their equipment storage of materials, and operations of their workmen to limits indicated by law, ordinance or the direction of the TA, and must not unreasonably encumber the site.

#### **6. SITE VISIT**

Upon Issuance of the RISO and prior to commencing any work, the Contractor must report to the TA. This site visit will allow the Contractor to acquaint himself with all conditions that may affect the future work.

#### **7. RESPONSIBILITY**

- a. The responsibility for the requirement and work Included In these documents rests solely with the Contractor.
- b. The responsibility for measurements and quantities rests solely with the Contractor.

#### **8. DAMAGE TO EXISTING FACILITIES**

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

#### **9. CLEAN UP**

The Contractor must perform a dally clean-up of the debris resulting from his work, and all hazardous Impediments must be removed from the site at the end of each day's work, subject to the satisfaction of the TA.

#### **10. SAFETY AND SECURITY**

All work completed will be in compliance with:

- i. The province of Ontario Occupational Health and Safety Act and Regulations for Construction Projects;
- ii. Workplace Safety and Insurance Act and associated Regulations;
- iii. CFB Kingston Base Standing Orders to Provincial Contractors Working on DND Property; and
- iv. Municipal authority provided that In any case of conflict or discrepancy, the more stringent will apply.

## 11. WHMIS

Comply with requirements of Workplace hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Health Canada.

Deliver copies of WHMIS data sheets to the TA on delivery of materials.

Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

## 12. FORSEEABLE SAFETY HAZARDS

Ontario Occupational Health and Safety Act R.S.O. (latest version) Part III articles 29 and 30 identifies legislated compliance requirements for DND (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. (latest version).

Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. (latest version), Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the Contractor to provide a task and site specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act. Small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement.

Canada will identify the common medium to high risk tasks, and will provide the Contractor with a copy of their designated substances survey when applicable. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Contractor's review and subsequent safety plan must be communicated to Canada, and their employees should not be relegated to a simple "one size fits all" format each situation must be tailored specifically in writing to the project at hand.

Canada's due diligence will be exercised by the TA by verifying that the Contractor.

- i. Has an established and current safety program in force for all employees provided for this requirement;
- ii. Has complied with all applicable WSIB legislation;
- iii. Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
- iv. Is providing their own supervision for safety aspects of the project.

## **SECTION B - TRANSFER AND/OR DISPOSAL OF WASTEWATER AND MINOR SEWER MAINTENANCE / FLUSHING**

### **1. SITE OF WORK**

The work will take place in various areas throughout CFB Kingston and its satellite locations.

### **2. WORK INCLUDED**

- a. The work includes the furnishing of all labour, material and equipment required to:
  - (1) Remove and transfer or dispose of raw or partially treated wastewater, septic/grey water tank contents, bio-solids, oil/water, grit/sand, mechanical room sump pump contents, kitchen grease traps and manhole or related materials as specified in the call-up document.
  - (2) Perform minor maintenance on building sewers, septic lines and systems. Service includes, but is not limited to, line flushing, camera studies, pipe thawing, and sewer line locates, on lines up to 300 mm (12 inches in diameter).
- b. Disposal materials to be transferred or disposed are typical as follows:
  - i. Wastewater, Septic / Grey water tank contents;
  - ii. Bio-solids;
  - iii. Grit / Sand;
  - iv. Mechanical room sump contents;
  - v. Kitchen grease traps; and
  - vi. Manhole contents.
- c. All material must be disposed into the area defined by the WFE (Water Fuel Environmental) "Duty Operator" or WFE Management of the Water, Fuel and Environmental Section, located at CFB Kingston. All material must be disposed of at a "certified and approved" disposal site.
- d. For Routine Calls, work must be performed within 48 hours of receipt of call-up from the TA or authorized designate in the WFE section.
- e. There is a requirement for the Contractor to provide urgent response service on an as and when required basis. For the purpose of this SOA, an "urgent response" is considered to be within 2 (two) hours of receipt of call-up. An urgent service request may be initiated by telephone but will be followed up by submission of a call-up document.
- f. The Contractor must NOT dispose of grease, refuse or other deleterious materials within the confines of CFB Kingston or its satellite locations.

### **3. BY-LAWS AND REGULATION**

- a. Transfer and removal or transfer and disposal of all materials must be carried out in accordance with all current Federal, Provincial and Municipal Acts, Regulations, Guidelines and By-laws.
- b. The Contractor must be responsible for any inspections required or any changes imposed by regulations and by-laws.
- c. Copies of all applicable certifications and licenses must be submitted upon request by the TA.

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Revocation of any certification or "field orders" that have any relevance to work at or for CFB Kingston is issued by the governing authority (currently the Ontario Ministry of the Environment) must be reported to CFB Kingston WFE Management immediately

## ANNEX "B"

### BASIS OF PAYMENT

#### 1. Pricing Instructions:

- Service Call pricing is an all-inclusive price that includes travel expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site, **plus** one hour of onsite productive labour for **all of the Contractor's personnel**. Service call pricing will **not be** applied if personnel is/are already on site at CFB Trenton or the applicable satellite location.

- Hourly rate is to be charged after the first hour of productive on-site labour. Hourly rate is for the entire crew required to perform the work. It is not for each individual worker.

#### **Note:**

**Area 1:** Includes CFB Kingston, RMC, Fort Henry Heights, Vimy Barracks, McNaughton Barracks, Kingston Armories and Fort Frontenac.

**Area 2:** Includes Brockville Armories

- **Urgent Service Call:** pricing is for the same service as Service Call pricing except the contractors on-site response must be within 2 hours of receiving the call-up.
- **The Labour Pricing:** is an all-inclusive price for each person responding to a request for service and it includes but is not limited to profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on-site productive labour for each contractor employed person.
- Regular Hours: are 7:30 a.m. to 3:30 p.m. Monday to Friday excluding Statutory Holidays.
- Harmonized Sales Tax (HST) is not included in the pricing, and is to be shown as a separate item on all invoices.

#### 2. Pricing Periods:

Year 1 – From date of issue to 30 April 2017

Year 2 – From 01 May 2017 to 30 April 2018

Year 3 – From 01 May 2018 to 30 April 2019

Year 4 – From 01 May 2019 to 30 April 2020

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3. **Pricing Basis**

**Pricing Basis "A": Service and Urgent Calls Utilizing a Vacuum Truck**

**Pricing Basis A-1 - An all-inclusive per call rate**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Call Area 1	Price Per Call Area 2	Price Per Call Area 3
1	Regular Hours	20	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	5	Per Call			
2	Regular Hours	20	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	5	Per Call			
3	Regular Hours	20	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	5	Per Call			
4	Regular Hours	20	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	5	Per Call			

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**Pricing Basis A-2 - An all-inclusive per hour rate**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Hour Area 1	Price Per Hour Area 2	Price Per Hour Area 3
1	Regular Hours	80	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	25	Per Hour			
2	Regular Hours	80	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	25	Per Hour			
3	Regular Hours	80	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	25	Per Hour			
4	Regular Hours	80	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	25	Per Hour			

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**Pricing Basis "B": Service and Urgent Calls for Other Services (ie. line flushing, camera studies and locates, and pipe thawing, and sewer line locates**

**Pricing Basis B-1a – An all-inclusive rate per call for line flushing**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Call Area 1	Price Per Call Area 2	Price Per Call Area 3
1	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
2	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
3	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
4	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			

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**Pricing Basis B-1b – An all-inclusive per hour rate for line flushing**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Hour Area 1	Price Per Hour Area 2	Price Per Hour Area 3
1	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
2	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
3	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
4	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			

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**Pricing Basis B-2a – An all-inclusive rate per call for simple camera studies and locates**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Call Area 1	Price Per Call Area 2	Price Per Call Area 3
1	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
2	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
3	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
4	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			

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**Pricing Basis B-2b – An all-inclusive per hour rate for camera studies and locates**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Hour Area 1	Price Per Hour Area 2	Price Per Hour Area 3
1	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
2	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
3	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
4	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			

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**Pricing Basis B-3a – An all-inclusive rate per call for pipe thawing**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Call Area 1	Price Per Call Area 2	Price Per Call Area 3
1	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
2	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
3	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			
4	Regular Hours	5	Per Call			
	Outside Regular Hours	2	Per Call			
	Weekends & Stat Holidays	2	Per Call			
	Urgent Call-Out	1	Per Call			

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**Pricing Basis B-3b – An all-inclusive per hour rate for pipe thawing**

Year	Description	Estimated Annual Usage for all areas	Unit of Issue	Price Per Hour Area 1	Price Per Hour Area 2	Price Per Hour Area 3
1	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
2	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
3	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			
4	Regular Hours	20	Per Hour			
	Outside Regular Hours	10	Per Hour			
	Weekends & Stat Holidays	10	Per Hour			
	Urgent Call-Out	5	Per Hour			

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**Pricing Basis C - Disposal Fees** (Estimated usage = \$1,000.00 / Year)

When wastewater materials from septic and grey water tanks cannot be disposed of through the 8 Wing Water Pollution Control Plant, wastewater will be disposed of at a "certified and approved" disposal site at cost, plus a mark-up of \_\_\_\_\_%. All claims for reimbursement of such fees must be supported by an invoice from the disposal site.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Solicitation No. - N° de l'invitation  
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W0125-15-K008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-5-44051

Buyer ID - Id de l'acheteur  
kin519  
CCC No./N° CCC - FMS No./N° VME

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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

For other provinces and territories, send to:

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

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



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kin519  
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## **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)



**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 **National Defence** 2. Branch or Directorate / Direction générale ou Direction **RPOPS Det Kingston**

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  
Engage the services of a Contractor for sewage and waste disposal CFB Kingston, RMC, Brockville Armouries, Kingston Armouries.  
Zoned "Public Access".

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

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

Canada  NATO / OTAN  Foreign / Étranger

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: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

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

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ   | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS     |   |   |  |
- Special comments:  
Commentaires spéciaux : There are no Security Requirements.
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

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

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

- INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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).



**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

Name (print) - Nom (en lettres moulées) Steve Madore	Title - Titre Major	Signature 
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Telephone No. - N° de téléphone 613-541-5010 x5280	Facsimile No. - N° de télécopieur 613-541-4488	E-mail address - Adresse courriel Steve.Madore9@forces.gc.ca	Date 9 JAN 2019
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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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) <b>Abela, Aaron</b>	Title - Titre	Signature
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Digitally signed by: Abela, Aaron  
DN: CN = Abela, Aaron C = CA, O = GC OU = PWGSC-TPSGC  
Date: 2020.02.28 16:19:40 -0500

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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