



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
1713 Bedford Row  
Halifax, N.S./Halifax,(N.E.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

THERE IS A SECURITY REQUIREMENT ASSOCIATED  
WITH THIS SOLICITATION.

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> RISO - General Maintenance	
<b>Solicitation No. - N° de l'invitation</b> EB281-221365/A	<b>Date</b> 2021-12-02
<b>Client Reference No. - N° de référence du client</b> EB281-22-1365	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWA-409-6214
<b>File No. - N° de dossier</b> PWA-1-86064 (409)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2022-01-13</b> Heure Normale de l'Atlantique HNA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Taylor (PWA), Kathie	<b>Buyer Id - Id de l'acheteur</b> pwa409
<b>Telephone No. - N° de téléphone</b> (902)403-4837 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Bedford Institute of Oceanography Argo Bldg PO Box 1006 STN MAIN DARTMOUTH Nova Scotia B2Y4A2 Canada	
<b>Security - Sécurité</b> 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**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

The scope of work under this Standing Offer Agreement includes, but is not limited to, the provision of all labour, material, tools, test equipment, and equipment necessary to perform minor construction and/or minor repairs and maintenance under \$25K to buildings and building equipment, including structural, mechanical and painting at the Bedford Institute of Oceanography on an as and when required basis.

Two (2) standing offers will be issued for this requirement.

#### **1.2.1 COVID-19 vaccination requirement for Standing Offers**

**This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.**

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### 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.

### 1.5 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).

## 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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

Offers must be submitted only to 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 Unit*  
*Public Works and Government Services Canada*  
*1713 Bedford Row*  
*Halifax, NS B3J 1T3*  
Facsimile number: 902-496-5016  
ePost: [TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.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: 902-496-5016

### 2.3 Former Public Servant (to be completed by Bidder)

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

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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 **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.5 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 Nova Scotia.

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

### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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)

- 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 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 D Electronic Payment Instruments, to identify which ones are accepted.

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

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

#### **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**

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**A minimum of two (2) Journeymen Carpenters are required for this Standing Offer. The Contractor will provide only Journeymen personnel with a valid Certificate of Qualification.**

**Offerors must provide copies of Qualification Certificates for each Journeyman Carpenter that will be employed in this Standing Offer. Offerors must also provide two (2) references per Journeyman Carpenter for similar work in size and nature completed within the last five (5) years.**

#### **4.1.2 Financial Evaluation**

Offerors must submit their financial bid in accordance with Annex B, Basis of Payment. The total cost will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded. The unit price will govern in establishing the extended price.

#### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Two (2) standing offers will be issued. The lowest priced compliant offeror will receive 60% of the follow-on work, while the second placed lowest compliant offeror will receive 40% of the follow-on work under this requirement.

### **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.

##### **5.1.2 Additional Certifications Required with the Offer**

###### **5.1.2.1 COVID-19 vaccination requirement certification – Standing Offers**

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**In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFISO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.**

**M3015T 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.

## **5.2 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/canada-labour/s) 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 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Confirmation of Workers Compensation Coverage**

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The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven **(7) calendar days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request will result in the bid being declared nonresponsive.

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

#### **5.2.3.2 Proof of an Independent Safety Audit**

Bidders are to provide documentation indicating that the bidder has successfully completed a recognized safety audit, and the company/person performing the audit are approved by a regulatory authority to conduct safety audit.

The Offeror must provide, within **seven (7) calendar days** following a request from the Contracting Authority, a certificate or letter confirming the Offeror's good standing account. Failure to comply with the request will result in the offer being declared non-responsive.

### **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

#### **6.1 Security Requirements**

1. At the Request for Standing Offers closing date, 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 indicate 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. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **6.2 Insurance Requirements**

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the

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request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

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. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

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

##### **7.3.2 Standing Offers Reporting**

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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 F. 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 **ten (10)** calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is **one (1)** year from date of award.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **three (3), one-year (1) periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

##### **7.4.3 Delivery Points**

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

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kathie Taylor  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

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Telephone: 902-403-4837  
Facsimile: 902-496-5016  
E-mail address: [kathie.taylor@pwgsc-tpsgc.gc.ca](mailto:kathie.taylor@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative (to be completed by bidder)

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Services and Procurement Canada, Real Property Branch (Atlantic).

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## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

## 7.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **3 (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.

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2021-12-02), General Conditions – Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List ;
- h) Annex E, Insurance Requirements ;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.12.2 COVID-19 vaccination requirement certification compliance – Standing Offers

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Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).  
Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

### 7.13 Applicable Laws

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

## 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

[2029](#) (2021-12-02), General Conditions - Goods or Services (low dollar value) apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

##### 4013 Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.5 Payment

### 7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a ***firm unit price, as specified in Annex B***. Customs duties are included and Applicable Taxes are extra.

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

### 7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ **(to be determined)**. Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. three (3) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 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)

## 7.6 Invoicing Instructions

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

Additional Invoicing requirements are contained in the Statement of Work under 'Invoicing Instructions'.

2. Invoices must be distributed as follows:

- a. The original and two (2) copies must be forwarded to the following address for certification and payment.

PWGSC/TPSGC  
Regional Director Corporate Services  
PO Box 2247 Stn Central  
Halifax, NS B3J 3C9

## 7.7 Insurance Requirements

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

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

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

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**ANNEX A**

**STATEMENT OF WORK**

(See Attachment)

**ANNEX B**

**BASIS OF PAYMENT**

All prices are to be quoted FOB Destination, including all delivery and shipping charges, exclusive of taxes, to the destination specified on the call-up document. Firms must bid on all line items to be responsive.

Two (2) standing offers will be issued. The lowest priced compliant bidder will receive 60% of the follow-on work, while the second placed lowest compliant bidder will receive 40% of the follow-on work under this requirement.

**Estimated usage figures are for evaluation purposes only.**

Lowest overall price for evaluation purposes will be determined as follows:  $A \times B = C$

**1st Year Standing Offer**

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (A)	Price Per Hour (B)	Total (C)
1. Labour hours including travel time and all related expenses. a) During Regular Hours: 0800-1700 Hours Monday through Friday				
Licensed Carpenter	Per Hour	3500	\$	\$
Labourer	Per Hour	2000	\$	\$
Drywaller / Taper	Per Hour	600	\$	\$
Painter	Per Hour	600	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays				
Licensed Carpenter	Per Hour	500	\$	\$
Labourer	Per Hour	500	\$	\$
Drywaller / Taper	Per Hour	200	\$	\$
Painter	Per Hour	200	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and	Allowance	N/A	N/A	\$100,000.00

	security at net cost, plus a markup of 10% applied to the net cost.				
3.	Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	60 trips	N/A	\$10,000.00
<b>TOTAL - 1 Year (SOA)</b>					\$ _____

### 1st Option Year Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (A)	Price Per Hour (B)	Total (C)
1. Labour hours including travel time and all related expenses. a) During Regular Hours: 0800-1700 Hours Monday through Friday				
Licensed Carpenter	Per Hour	2500	\$	\$
Labourer	Per Hour	1000	\$	\$
Drywaller / Taper	Per Hour	800	\$	\$
Painter	Per Hour	800	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays				
Licensed Carpenter	Per Hour	600	\$	\$
Labourer	Per Hour	600	\$	\$
Drywaller / Taper	Per Hour	600	\$	\$
Painter	Per Hour	600	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance	N/A	N/A	\$100,000.00
3. Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	60 trips	N/A	\$10,000.00

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<b>TOTAL - Year 2 - Option to renew</b>	\$ _____
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## 2nd Option Year Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (A)	Price Per Hour (B)	Total (C)
1.				
Labour hours including travel time and all related expenses.				
a) During Regular Hours: 0800-1700 Hours Monday through Friday				
Licensed Carpenter	Per Hour	2500	\$	\$
Labourer	Per Hour	1000	\$	\$
Drywaller / Taper	Per Hour	800	\$	\$
Painter	Per Hour	800	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays				
Licensed Carpenter	Per Hour	600	\$	\$
Labourer	Per Hour	600	\$	\$
Drywaller / Taper	Per Hour	600	\$	\$
Painter	Per Hour	600	\$	\$
2.				
Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance	N/A	N/A	\$100,000.00
3.				
Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	60 trips	N/A	\$10,000.00
<b>TOTAL - Year 3 - Option to renew</b>				\$ _____

### 3rd Option Year Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (A)	Price Per Hour (B)	Total (C)
1. Labour hours including travel time and all related expenses. a) During Regular Hours: 0800-1700 Hours Monday through Friday				
Licensed Carpenter	Per Hour	2500	\$	\$
Labourer	Per Hour	1000	\$	\$
Drywaller / Taper	Per Hour	800	\$	\$
Painter	Per Hour	800	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays				
Licensed Carpenter	Per Hour	600	\$	\$
Labourer	Per Hour	600	\$	\$
Drywaller / Taper	Per Hour	600	\$	\$
Painter	Per Hour	600	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance	N/A	N/A	\$100,000.00
3. Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	60 trips	N/A	\$10,000.00
<b>TOTAL - Year 4 - Option to renew</b>				\$ _____

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**Total Evaluated Amount**

Initial 1 Year Period \$ \_\_\_\_\_

1st Option Year \$ \_\_\_\_\_

2nd Option Year \$ \_\_\_\_\_

3<sup>rd</sup> Option Year \$ \_\_\_\_\_

**Grand Total for All Years** \$ \_\_\_\_\_

Including estimated \$110K for material and hauling each year

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**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**

(See Attached)

## ANNEX D to PART 3 OF THE REQUEST FOR STANDING OFFERS

### 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)

## ANNEX E

### INSURANCE REQUIREMENTS

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.
  - n. 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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## ANNEX H

### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_  
(*name of business*) pursuant to  
\_\_\_\_\_  
(*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on call-up(s)  
issued against the Standing Offer resulting from this Request for Standing Offers who access federal  
government workplaces where they may come into contact with public servants will be:  
(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or  
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or  
other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to  
accommodation and mitigation measures that have been presented to and approved by Canada;  
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination  
Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the  
vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier

Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this  
requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for  
the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the  
certifications provided to Canada are subject to verification at all times. I also understand that Canada will  
declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly  
or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to  
ask for additional information to verify the certifications. Failure to comply with any request or requirement  
imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or  
requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory  
certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's  
COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in  
accordance with the Privacy Act. Please note that you have a right to access and correct any information

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on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

**PUBLIC WORKS AND  
GOVERNMENT SERVICES CANADA  
ASSET AND FACILITIES MANAGEMENT SERVICES  
GENERAL MAINTENANCE SERVICES  
STANDING OFFER AGREEMENT**

Description: Standing Offer Agreement - General Maintenance Services

Locations: Bedford Institute of Oceanography, Dartmouth  
Marine Communication Traffic Services, Shannon Hill, Dartmouth  
Coast Guard Hangar, Shearwater

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## DEFINITIONS

### 1.1 DEFINITIONS AND INTERPRETATIONS

In the Contract, unless the context otherwise requires:

"Add"	to make an addition to;
"Adjust"	to bring components to a more effective relative position;
"Assemble"	to take apart and put together again
"Base Building Equipment"	architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
Building Operational Equipment"	items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";
"Check/Inspect"	to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
"Clean"	to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Commissioning"	a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
Departmental Representative	an employee assigned to oversee the terms of this contract, and be the liaison between the Contractor and PWGSC.
"Document Safeguarding Capability"	the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information
"Energy Source"	any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;
"Excusable Delay"	a delay in the performance of the Contractor of any obligation under the Contract which is caused by the events;

"Facility"	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;
"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;
"herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;
"Hot Work"	any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks or fire;
"Instruct"	to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
"Isolate"	to physically prevent the transmission or release of an energy source to machinery or equipment;
"Lubricate"	to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
"Measure"	to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	the annual value of the Work in terms of disbursements, direct labour and fees;
"Paint"	to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
"Project Authority" or "Work Authority"	the person designated in the Contract, or by notice to the Contractor, as the Technical Authority who will liaise with the Departmental Representative in matters concerning the technical aspects of the Work;
"Prove"	to operate and determine if operation produces intended response;
"Quality Assurance Authority"	the person designated as such in the Contract;
"Remove"	to take off or away from;
"Repack"	to fill with packing again;

"Repair"	to restore to a sound state;
"Replace"	to restore by removing old components and replacing with new components;
"Report"	to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
Request For Isolation	Authorization form to be complete ( PWGSC-TPSCGC13) Equipment is to be isolated and re-energized using Procedures for Isolation Form (PWGSC-TPSCGC12) following the written process for the correct sequence.
Representations"	any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and under- standings expressed or implied, collateral or otherwise;
"Shut Down"	to take out of service;
"Start Up"	to return to service;
"Testing"	to conduct physical checks on equipment installed or repaired under this contract to ensure proper working order.
"Tighten"	to securely fix in place;
"Treat"	to act upon with agent.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

## GENERAL REQUIREMENTS

- 1. General**
  - .1 Scope of work under this Standing Offer Agreement includes but must not be limited to the provisions of all labour, material, tools, test equipment, and equipment necessary to perform minor construction and/or minor repairs and maintenance under 25K to buildings and building equipment, including structural, mechanical and painting, as specified within this specification, and/or shown on Drawings/Specifications provided by PWGSC Representative.  
  
**NOTE** Any work required for the sub-trades such as mechanical on this standing offer agreement should only be in support of the construction/maintenance requirements.
  - .2 PWGSC reserves the right to add or delete a facility from this Standing Offer Agreement. Contractor must be given prior notice of such addition or deletion.
- 2. Location**
  - .1 Work sites for this Contract include the following:  
  
Bedford Institute of Oceanography, Dartmouth  
Traffic Centre, Shannon Hill, Dartmouth  
Coast Guard Hangar, Shearwater
- 3. Work Included**
  - .1 Minor carpentry construction, and/or repairs and related work including demolition, construction of small offices, rooms, additions and etc. under 25K.
  - .2 Minor mechanical work, e.g., sheet metal, machining, welding, etc.
  - .3 Minor interior finish work, e.g., drywall, wall covering, plastering, painting, flooring, ceiling tiles, etc.
  - .4 Minor exterior work, e.g. Siding, painting, caulking, roof repairs, and glass replacement, etc.
  - .5 Clean up and debris removal and taken off site for proper disposal if needed.
- 4. Work Excluded.**
  - .1 Major construction, painting and/or maintenance repairs over 25K.
  - 2 Electrical and Plumbing work.
- 5. Use of Site**
  - 1 Limited to areas of work and storage.
  - .2 Do not unreasonably encumber site with materials or equipment.

- .3 Move stored products or equipment which interfere with operations of building or other Contractors.
- 6. Priorities and Response Times**
- .1 The Contractor must comply to the following Work Priorities and Response Times:
- .2 **Emergency Priority**  
A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for damage and/or danger to the occupants, the general public, the environment and/or the facility. Maintenance identified with this priority must be responded to immediately and must be without delay to designated manager.  
**Standard Response Times** - Facilities ASAP (On site within one (1) hour.)  
**On-site Immediate (travel-time considered)**
- .2 **Routine Priority**  
A priority of "Routine" is defined as essential maintenance requirements which must be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdown that do not impair current operations or pose any danger to the occupants, the general public, the environment and/or the facility.  
**Standard Response Times** - Facilities (On site within **24 hours**.)
- .2 Restore system to working condition as quickly as possible.
- .3 Prevent recurrence of failure and damage to building, other equipment or system.
- .4 Cost of emergency services must be included in Contract amount. Failure of equipment or systems to perform their basic function must be considered an emergency. Loss of power to the building or system should not be considered an emergency under the context of this paragraph.
- .5 If more than one service person is required for the completion of a service call, a written explanation must be forwarded with the Contractor's invoice.
- 7. Contractor's Responsibilities**
- .1 The Contractor will advise the Departmental Representative of the telephone number at which he/she or his/her representative may be contacted at any time.
- .2 The Contractor must not refuse any call for service requested by a Departmental Representative and the time lapse between call out and start of work must be as per Item 6 of this section.

- .3 Contractor prior to commencement of work, must report to the commissioner's desk to log in.
  - .4 The Contractor must contact the Departmental Representative on the first working day following and "after normal working hours" emergency or urgent call and obtain a requisition number.
  - .5 The Contractor, when requested by the Departmental Representative for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. When the system has been made safe, the Contractor must provide, within one (1) working day, a detailed estimate to complete repairs and put the equipment in proper working order.
  - .6 The work covered by this specification may include planned spring start-up and shutdown maintenance service. Upon completion of each scheduled inspection, the Contractor will submit two (2) completed copies of Appendix "A", Job Maintenance Service Slip and two (2) completed copies of Contractor's own "Maintenance Service Report".
  - .7 Service and/or repair to be provided on an "as and when requested" basis only.
  - .8 On award of Standing Offer Agreement, the Contractor must provide names of personnel performing work on this Standing Offer Agreement complete with proof of their qualifications.
  - .9 The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.
- 8. Log Books**
- .1 The Contractor must complete all applicable log books outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.
- 9. Invoicing**
- .1 The Contractor must submit Job Slip(s) signed by the Departmental Representative at the end of every working day and must be submitted along with an invoice. No invoice will be considered for payment unless accompanied by signed Job Slip(s), as detailed in Section 7.
  - .2 Invoice must show:
    - .1 Contract number.
    - .2 Work location.
    - .3 Date.
    - .4 Call-up number.
    - .5 Name of person who authorized call.
    - .6 Hours broken down as per Unit Price Table.
    - .7 10% mark-up on material net cost before tax

- .8 Copy of material invoice.
- .9 Brief work description.
- .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.
- .4 The Contractor must submit a completed "Request For Isolation" form, when applicable before any invoice can be processed. See Index.
- .5 All invoices for the fiscal year must be submitted for payment before 31 March of each year.
- 10. Site Visits**
  - .1 The Departmental Representative may, without prior notification, visit the site.
- 11. Departmental Representative(s) Authorized Personnel**
  - .1 On award of the Standing Offer Agreement, the Contractor will be notified of the names and phone numbers of the PWGSC Departmental Representative.
  - .2 Contractor must attend a pre-job meeting within fourteen (14) days after award.
- 12. Codes and Legislated Requirements**
  - .1 The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each must be enforced during the term of the Standing Offer Agreement:
    - .1 National Building Code of Canada.
    - .2 National Fire Code.
    - .3 Part II of the Canada Labour Code.
    - .4 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
    - .5 Canadian Environmental Protection Act.
    - .6 Fire Commission of Canada #301 Standard for Building Construction Operations.
    - .7 Provincial / Territorial Acts and Regulations.
    - .8 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
    - .9 Part 7 NBC Canadian Plumbing Code.
    - .10 Canadian Electrical Code, Part I, CSA C22.1.
    - .11 The Contractor's "Electrical Safety Requirements". (Must Include Lockout Procedures).
    - .12 The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Public Works and Government Services Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.

- .13 Federal Halocarbon Regulation.
  - .14 CSA-B-139-00, Installation Code for Oil Burning Equipment.
  - .15 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), and American Society for Testing Materials (ASTM) and referenced organizations.
  - .16 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
  - .17 In the event of a conflict between any of the above codes or standards the most stringent must apply.
  - .18 These standards must be considered an integral part of the specifications and must be read in conjunction with the drawings and specifications. The Contractor must be fully familiar with their contents and requirements as related to the work and materials specified.
- 13. Licences, Permits and Fees**
- .1 Submit necessary number of drawings and specifications to Electrical Inspection Department Authority and/or any other inspection authority within their discipline for examination and approval as requested and prior to commencement of work.
  - .2 Provide the authorities having jurisdiction with all information requested.
  - .3 Pay all fees and obtain certificates and permits required.
  - .4 Furnish these certificates and permits when requested.
- 14. Taxes**
- .1 Pay applicable Federal, Provincial and Municipal taxes.
- 15. Examination**
- .1 Examine the existing conditions and determine those conditions affecting the work.
- 16. Existing Services**
- .1 Protect and maintain existing active services.
  - .2 Connect to existing services with minimum disturbance to occupants and building operation.
  - .3 Use existing services at no cost.
  - .4 Use designated sanitary facilities.
  - .5 Any shutdown to execute service or repair must first be approved by Departmental Representative or his designate. Normal working hours must be construed as 0800 hours to 1700 hours, Monday through Friday, inclusive excluding holidays.

- .6 Ensure that capacity of services is adequate prior to imposing additional loads. Connecting and disconnecting is the Contractor's expense and responsibility.
- .7 Inform the Departmental Representative immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.
- 17. Cleaning**
  - .1 Maintain work area free of accumulated waste and rubbish.
  - .2 Remove and dispose of debris, used and obsolete material on a daily basis.
  - .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contractor work.
  - .4 All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Departmental Representative to dispose of such.
- 18. Cutting, Fitting and Patching**
  - .1 Cut, fit and patch where required for work under this Standing Offer Agreement. Make good all disturbed surfaces to original condition.
  - .2 All fire wall penetrations must be properly sealed using approved fire rated patching material.
- 19. Co-ordination and protection**
  - .1 Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with Department Representative to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
  - .2 Movement of office furniture is the Contractor's responsibility.
  - .3 Furniture including desks, file cabinets, shelving units, chairs, and cabinets which are moved because of the work requirements will be moved back at the end of each work day.
  - .4 Protect existing work from damage.
  - .5 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work.
  - .6 Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members.

- .7 Replace damaged existing work with material and finish to match original.
  - .8 All possible safety precautions are to be taken to ensure the protection of employees, occupants and the general public during the course of the work.
  - .9 The Contractor must coordinate work with all trades in liaison with the Departmental Representative.
  - .10 Prearranged work schedules must be strictly adhered to unless otherwise approved by the Departmental Representative.
  - .11 Asbestos assessment drawings, where available, are to be referenced before any interior finished surface is disturbed.
  - .12 Obtain Departmental Representative's approval prior to isolating any security, monitoring or audible alerting devices.
  - .13 In the event the Fire Alarm System has to be isolated due to ongoing work by the Contractor, a trained sentry / rounds person will be employed to carry out the functions of fire watch until such time as the system is restored.
  - .14 At no time will the Fire Alarm system be made inoperable by the Contractor without written permission from the Departmental Representative.
- 20. Product Approvals**
- .1 The Contractor must ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).
  - .2 The Contractor must submit for approval the Safety Data Sheets (SDS) for all controlled products that will be used in the performance of this work.
  - .3 No controlled products are to be brought on-site without prior approved Safety Data Sheets (SDS).
  - .4 Safety Data Sheets (SDS) to remain on-site at all times.
- 21. Materials and Equipment**
- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
  - .2 Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from an independent testing agency recognized by the provincial Department of Labour.
  - .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.

- .4 Request direction from Departmental Representative prior to replacing any component whose list price is \$500.00 or more.
  - .5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
  - .6 Deliver, store and maintain materials with manufacturer's seals and labels intact.
  - .7 Store materials in accordance with manufacturer's and supplier's instructions.
  - .8 Do not store materials on-site without Departmental Representative's approval.
  - .9 Public Works and Government Services Canada accepts no responsibility for materials or equipment stored on-site.
  - .10 When an equipment inventory numbering system exists, identify to the appropriate Departmental contact all pertinent data relative to the new piece of equipment upon installation.
  - .11 The Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installation for inclusion in the building inventory file.
  - .12 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor must obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty must be made out to Her Majesty the Queen in right of Canada.
- 22 Workforce Qualifications**
- 1 The Contractor will provide only journeymen personnel with a valid Provincial Department of Labour Licence for applicable trades required for this Standing Offer. PWGSC may at any time during this Standing Offer request to inspect a work person's certification.
  - 2 Licenced tradespersons required for this Standing Offer are  
2 – journeymen carpenters.
  - .3 The Contractor will provide the Departmental Representative with a list of all qualified trades people working on or in Federal facilities, complete with copies of their journey person license(s). Copies of WHMIS, First Aid, CPR and any other required safety or work related training certificates are to be forwarded to the Departmental Representative. The Contractor is to ensure this list is updated immediately upon change in personnel, and personnel qualifications are to be kept current.

- .4 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities.
- .5 All Contractor's employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.
- .6 The PWGSC Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.
- 23. Work Done by Other Means**
- .1 This Standing Offer Agreement does not create an exclusive right of the Contractor to perform all minor carpentry, mechanical, plumbing and/or electrical work which might be required. The Department reserves the right to have any work done by other means.
- 24. Workmanship**
- .1 All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.
- .2 All work deemed unsatisfactory by the Departmental Representative will be redone/replaced at no extra cost to the Department.
- 25. Site Security**
- .1 Site security is the responsibility of the Contractor who must erect temporary site enclosures, barricades and fencing to prevent unauthorized entry, pilferage and vandalism.
- .2 Any work that may disrupt the operations of the occupying clients will be carried out after normal building operational hours. For all work carried out after normal building operational hours, the Departmental Representative will determine acceptable building security.
- .3 After normal business hours, security at some or all facilities may require the presence of an officer from the Canadian Corps of Commissionaires.
- .4 All security requirements deemed necessary by PWGSC and/or by the facility client will be the responsibility of the Contractor.
- 26. Security Clearance**
- .1 The required security clearance level for this Contract is **Reliability** Status.
- .2 It is the Contractor's responsibility to initiate the security screening required for the personnel and the Contractor must not have access to the work site until the resources (i.e.: "personnel") have the necessary clearance.

- .3 The Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) is responsible for administering the Industrial Security Program in Canada.
- .4 The Contractor must follow the instructions at the website: <https://seds-i-oliss.tpsgc-pwgsc.gc.ca/index-eng.cfm>, which includes all necessary forms
- 28. Meetings**
  - .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- 29. Drawings and Maintenance Manuals**
  - .1 Where available, Maintenance Manuals and drawings for new work are to be accessible for viewing by the Departmental Representative when required. Maintenance Manuals and drawings for existing work are available for viewing from the Departmental Representative, when required.
  - .2 Additions, relocation or removal of equipment are to be recorded, dated and initialled by the Contractor or the Departmental Representative on the "as-built" prints where applicable.
  - .3 As-built drawings are to be revised accordingly to indicate any deviations to the originals.

## CODE REQUIREMENTS

1. **Compliance Requirements**
  - .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
  - .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
  - .3 Observe and enforce construction safety measures required by the following statutes and authorities:
    - .1 The National Building Code of Canada, Part 8.
    - .2 The National Fire Code of Canada.
    - .3 Provincial Workers Compensation Board.
    - .4 Municipal Statutes and Ordinances.
  - .4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.
  - .5 All sub-contractors must adhere to the above qualifications.
2. **Submittals**
  - .1 Prior to Award Contractors are to provide (within seven (7) calendar days after closing):
    - .1 Documentation indicating that the Contractor has successfully completed a recognized current (within the last 3 yrs.) **EXTERNAL SAFETY AUDIT**. This audit to be performed by an independent company/person qualified to conduct safety audits.
    - .2 A letter of good standing from Worker's Compensation Board.
    - .3 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Standing Offer Agreement (SOA) / Service Contract (SC), including sub-contractor.
    - .4 Before Work Begins Contractors must provide :
      - .1 The Contractor has prepared, through risk assessment, a site-specific health and safety management plan.
3. **Training**
  - .1 Before Work Begins Contractors are to provide documentation:
    - .1 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement/Service Contract. Updated list complete with licenses must be kept on site including personnel changes.
    - .2 Training for workers must include (but not limited to)
      - .1 Safe operation of tools and equipment.
      - .2 Proper use and maintenance of personal protective equipment (PPE).
      - .3 Safe work practices and procedures for their given work tasks or function.
      - .4 Site conditions and minimum site safety rules.

4. **Disciplinary Procedures for Safety Violations** 1 Disciplinary Procedures for Safety Violations are as follows :
- .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation. Violation must be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
  - .2 **Second Violation:** Written warning to Contractor for the second infraction of a safety regulation. Violation will be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
  - .3 **Third Violation:** May result in the termination of the SOA with a recommendation that the Contractor be denied being able to tender on future PWGSC-produced tenders. Violation must be documented on the Contract file, a copy to the Contract and copy to PWGSC.
  - .4 **Immediate Loss of Contract:** a serious violation of safety regulation as deemed by a Regulator, Project Manager or Safety Officer. Violation must be documented on the Contract file, a copy to the Contractor and copy to PWGSC.
  - .5 **Denied Opportunity to Tender :** Infractions of safety regulations that result in charges being laid by the Regulator, and the Contractor being found guilty by the Courts may result in the Contractor being denied consideration to tender on future PWGSC projects.
5. **Fastening Devices Explosive Actuated** .1 Power activated devices using explosives must not be used.
6. **Confined Spaces** .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
  - .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
    - .1 The Contractor and/or his employees must provide proof of training and qualifications when requested by the Departmental Representative.
  - .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
  - .5 The Contractor to have a hazard assessment of the confined space performed.

- .1 The Contractor to provide the Departmental Representative with a copy of the hazard assessment.
- 7. Fall Protection**
- 1 All work carried out above the mandatory height restrictions, as stated in Canada Labour Code, Part II, Section 12.10(1), from an unsafe/unguarded structure and/or scaffolding, will be done in compliance with the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.3.
- 8. Lockouts**
- .1 Prepare Lockout Procedures in writing. Describe safe work practices, work functions and sequence of activities to be followed on site to safely isolate all potential energy sources and lockout/tag out facilities and equipment.
- 9. Safety**
1. NOTE: This Area contains fibrous Asbestos. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work must be retained and made available to the Departmental Representative immediately upon request.
- .2 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and Standing Offer Agreement requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which must become mandatory.
- .3 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .4 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these must not be permitted on the site.
- .5 Must ensure that all applicable personal protective equipment (PPE) is used.

- .6 The Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

**ENVIRONMENTAL REQUIREMENTS**

- 1. Environmental**
  - .1 All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.
  
- 2. Disposal of Wastes**
  - .1 Do not bury rubbish and waste materials on site unless approved by Departmental Representative.
  - .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
  
- 3. Drainage**
  - .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
  - .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
  - .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.
  
- 4. Work Adjacent to Waterways**
  - .1 Do not operate construction equipment in waterways.
  - .2 Do not use waterway beds for borrow material.
  - .3 Do not dump excavated fill, waste material or debris in waterways.
  - .4 Design and construct temporary crossings to minimize erosion to waterways.
  - .5 Do not skid logs or construction materials across waterways.
  - .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
  
- 5. Pollution Control**
  1. Maintain temporary erosion and pollution control features Installed under this contract.
  2. Control emissions from equipment and plant to local authorities' emission requirements.
  3. Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
  4. Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

- 6. Site Clearing and Plant Protection**
- .1 Protect trees and plants on site and adjacent properties where indicated.
  - .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
  - .3 Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
  - .4 Minimize stripping of topsoil and vegetation.
  - .5 Restrict tree removal to areas indicated or designated by Departmental Representative.

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**TRADE REQUIREMENTS**

1.     **Journeyperson**
  - .1     The journeyperson must:
    - .1     Conduct and assist in various types of building maintenance as requested by Public Works and Government Services Canada. Maintenance types defined in Section 1 Paragraph 11, Service Definitions.
    - .2     Relocate, install, repair or test equipment as requested by the Departmental Representative.
    - .3     Produce all certificates and permits upon request of the Departmental Representative.
    - .4     Instruct the Departmental Representative on-site of any new operating procedures when installing or modifying new or existing equipment.
  
2.     **Structural Work**
  - .1     Perform structural work in accordance with each individual requisition, as shown on the drawings and as directed by the Departmental Representative.
  - .2     Wood framing/steel members must be erected plumb, true and to the dimensions as shown on the drawings.
  - .3     Doors and frames must be set true and plumb.
  - .4     All hardware must be installed to manufacturer's instructions.
  - .5     Gyproc, tape and crack fill in accordance with CSA A82-31.
  - .6     Patching and repairs must match adjacent surfaces, unless otherwise specified.
  
3.     **Painting**
  - .1     Perform painting work in accordance with each individual requisition, as shown on the drawings, in the specifications and as directed by the Departmental Representative.
  - .2     Perform painting and other related work to good trade practices, applicable standards and as directed by the Departmental Representative.
  
4.     **Mechanical**
  - .1     Perform sheet metal work and other mechanical work to good trade practices and applicable standards as directed by the Departmental Representative.
  - .2     All parts and equipment must be installed to manufacturer's instructions.

**5. Warranty and  
Guarantees**

- .1 Where the Contractor supplies equipment purchased from supplier or manufacturer, the Contractor must obtain a warranty for the manufacturer's normal warranty period and such warranty must be made out to Her Majesty the Queen in Right of Canada.
- .2 The Contractor must provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee must be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from date of acceptance of work performed.
- .3 The Contractor will also provide manufacturer's written guarantees on the equipment and products supplied and installed in this contract.

**SAMPLE**

**BILLING  
INVOICE**

Contractors Company Name  
Contractors Address

<b>INVOICE NO.</b>	<b>DATE</b>
<b>CALL UP #</b>	<b>TERMS</b>

**BILL TO:**

Public Service & Procurement Canada  
1 Challenger Drive  
Dartmouth, NS B2Y 4A2  
email invoice to:

Standing Offer # : \_\_\_\_\_

**Authorized by:**

Public Service Authorized Employee Name

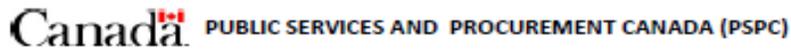
**Brief Description of work**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Carpenter			0.00
Labourer			0.00
Painter			0.00
Drywall/Taper			0.00
Trucking Fees			0.00
<b>Sub-total - Labour</b>			0.00
Shop Material (ie. Paint brush, dry wall, filler)			0.00
External Material (other than shop material)			0.00
External Material Invoice No. 1			0.00
External Material Invoice No. 2			0.00
<b>Sub-total - Material</b>			0.00
__% mark-up		__%	0.00
<b>SUBTOTAL</b>			0.00
<b>TAX (15%)</b>			0.00
<b>TOTAL</b>			\$ -

**THANK YOU**

For questions concerning this invoice, please contact  
Signing Authority Name

Procurement # \_\_\_\_\_



## JOB SLIP

CALL UP NUMBER

General Maintenance:

DATE:

LOCATION:   
*Building name*

DESCRIPTION OF WORK

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WORK DETAILS

START TIME:

COMPLETION TIME:

TOTAL HOURS WORKED:

NUMBER OF TRADESMEN:

SIGNATURES:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
PSPC – Departmental Representative

**\*\* NOTE: Use a separate job slip for each day**



**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		Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction		RPS
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 General Maintenance - BIO, Shearwater and MCTS		
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 / Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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 <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"/>
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 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 SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET 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 checked="" 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 : \_\_\_\_\_

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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	SECRET	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	SECRET		A	B	C	CONFIDENTIEL	SECRET	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).**



Contract Number / Numéro du contrat EB28110073747
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) Currie, Don		Title - Titre Asset Manager	Signature
Telephone No. - N° de téléphone 709-330-4218	Facsimile No. - N° de télécopieur 709-330-4218	E-mail address - Adresse courriel donald.currie@pwgsc-tpsgc.gc.ca	Date 2021/09/14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) RA Sécurité / AR Security, (TPSGC/PWGSC)		Title - Titre SO	Signature
Telephone No. - N° de téléphone --	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel ARsecRA@tpsgc-pwgsc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Kathie Taylor - Supply Specialist kathie.taylor@pwgsc-tpsgc.gc.ca		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
Stephanie Tompkins Contract Security Officer <a href="mailto:Stephanie.tompkins@tpgsc-pwgsc.gc.ca">Stephanie.tompkins@tpgsc-pwgsc.gc.ca</a>		Title - Titre	Signature
	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date