



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Manitoba

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Réception  
des soumissions Travaux publics et Services  
gouvernementaux Canada  
Government of Canada Building  
101 - 22nd Street East  
Suite 110  
Saskatoon  
Saskatche  
S7K 0E1

<b>Title - Sujet</b> Intrusion Alarm Maintenance, Repair	
<b>Solicitation No. - N° de l'invitation</b> W4M00-21C177/A	<b>Date</b> 2022-03-24
<b>Client Reference No. - N° de référence du client</b> W4M00-21C177	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STN-205-5564
<b>File No. - N° de dossier</b> STN-1-44052 (205)	<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> Central Daylight Saving Time CDT <b>on - le 2022-04-25</b> Heure Avancée du Centre HAC	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baessler, Nancy	<b>Buyer Id - Id de l'acheteur</b> stn205
<b>Telephone No. - N° de téléphone</b> (306)241-2826 ( )	<b>FAX No. - N° de FAX</b> (418)566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> RP OPS DET WPG (CONTRACTS) Att: Barb Lillico 17 WING PO BOX 17000 STN Forces Winnipeg Manitoba R3J 3Y5 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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**Please note this solicitation of offers is being tested as part of PSPC's Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative>.**

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## 1. Solicitation of Offers.

Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

**1.1. Offers.** Canada is seeking offers from Offerors to provide maintenance and possible upgrades of the Intrusion Alarm System, at various Sites of Work to the Department of National Defence, 17 Wing, Winnipeg, Manitoba. Systems include:

- .1 Genetec Access Control
- .2 SIS Intrusion Monitoring
- .3 DSC Intrusion Panel
- .4 Cisco Network
- .5 HP DL 380 Server
- .6 Summit NT Bldg. 25
- .7 Contractor will be responsible for all service and maintenance on CCTV maintenance.

### 1.2. Standing Offer Process.

- a. **Process Overview.** One method that Public Works and Government Services Canada (PWGSC) uses to satisfy Canada's supply requirements is to arrange with potential suppliers to submit a standing offer to provide goods, services or both during a specified period. PWGSC then authorizes specific departments and agencies to make call-ups against the standing offer, during the effective period of the standing offer and in accordance with the predetermined conditions, detailing the exact quantities of goods or level of services they wish to order.
- b. **Start of Process.** The process normally starts with a Request for Standing Offers (RFSO), which suppliers may obtain through the Government Electronic Tendering Service (GETS). An RFSO is an invitation to potential suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services, and estimated expenditure specified in the RFSO are only Canada's approximation of its requirements. An RFSO does not commit PWGSC to authorize the use of a standing offer or to procure or contract for any goods or services. A standing offer is not a contract. PWGSC's issuance of a Standing Offer to successful offerors and to departments and agencies authorized to make call-ups does not constitute Canada's agreement to order any such goods or services. Departments and agencies may make one or several call-ups against a standing offer.

**1.3. Term.** The period of the Standing Offer is from two years from date of award, plus three one year option periods.

**1.4. Use of an e-Procurement System (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 Offer that is issued under this solicitation, refer to the section titled Transition to an e-Procurement Solution (EPS) in the Offer. The Government of Canada's press release provides additional information.

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## 2. Offer Requirements.

**2.1. Covid-19 Vaccination Requirements 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.

**2.2. Security Requirements.** There are security requirements associated with this solicitation of offers. For additional information, consult the section on Offeror requirements, and the section on security in the resulting contract.

## 3. Offeror Requirements.

**3.1. Offeror Responsibilities.** Each Offeror must

- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- b. prepare its offer in accordance with the solicitation of offers instructions;
- c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
- d. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
- e. comply with all other requirements of this solicitation of offers.

**3.2. Legal Capacity.** The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

**3.3. Compliance with Code of Conduct.** The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

**3.4. Ineligibility and Suspension Policy.** The Offeror must (i) comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the solicitation of offers, which are incorporated into the solicitation of offers, and (ii) submit an [Integrity Declaration Form](#).

**3.5. Conflict of Interest.**

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
  - i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or
  - ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

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- b. Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. Notification of Rejection.** If Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations.

### 3.6. Security Clearances.

- a. Conditions Before Award.** Before contract award, the Offeror must meet the following conditions:

- i. the Offeror must hold a valid organization security clearance as indicated in the section on resulting contract clauses;
- ii. the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in the section on resulting contract clauses;
- iii. the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;  
{ | Optional standard clauses – requirements for safeguarding measures
- iv. the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in the section on resulting contract clauses;
- v. the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding, including:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country }

- b. Delay in Clearance.** Offerors must renew, obtain, or confirm the required security clearance. Any delay in the award of a contract to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- c. Additional Information.** For additional information on security requirements, Offerors should refer to the Contract Security Program of the Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

**3.7. Offer Submission Form.** Each Offeror is required to include the Offer Submission Form (Annex - Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

**3.8. Offeror Declaration Form.** Each Offeror is required to submit a signed Offeror Declaration (Annex- Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

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**3.9. Proof of Insurance.** 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 solicitation of offers, can be insured in accordance with the resulting contract section entitled "Insurance". 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. Canada will render the offer non-compliant if the Offeror fails to meet the requirement within that time period.

**3.10. Former Public Servants.** Offerors who are Former Public Servants in receipt of a Pension or Lump Sum Payment must provide the information required in the Annex-Offerors Declaration Form before the issuance of a Standing Offer.

#### **4. Offer Submission.**

**4.1. Offer Due Date.** Subject to provisions for delayed offers, Canada will consider only offers submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the solicitation of offers.

#### **4.2. Offer Submitted After Closing Date and Time.**

- a. Late Offers.** Canada will not consider offers delivered after the solicitation closing date and time, unless they qualify as a delayed offer as described below. Canada will delete late offers submitted electronically (while retaining the transaction history).
- b. Cause of Delay.** Canada may consider an offer delivered after the due date but before Canada issues a Standing Offer if the Offeror can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (CPC) (or the national equivalent of a foreign country). Canada will not consider delayed offers due to any other causes for the late delivery of offers.
- c. Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept is a CPC epost Connect date and time record indicated in the epost Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation closing date and time. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to this CPC equivalent.

#### **4.3. Offers Submitted by epost Connect.**

- a. Submission by epost Connect.** Offerors may submit their offers by epost Connect provided by Canada Post Corporation.
- b. epost Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by epost Connect to:
  - i.** PWGSC [regional] offices to the email address identified in the solicitation.  
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 or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.
- c. Offer Sections.** Offerors are requested to submit their offers separated into the following sections:
  - i.** Section I: Technical Offer;
  - ii.** Section II: Financial Offer;
  - iii.** Section III: Offer Submission Form; and
  - iv.** Section IV: Offeror Declaration Form.
- d. epost Connect Requirements.**
  - i. Submission Process.** To submit an offer using epost Connect, the Offeror must either:

1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for epost Connect provided by CPC, or
  2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC offer Receiving Unit requesting to open an epost Connect conversation. Canada may not answer any requests to open an epost Connect conversation received after that time.
- ii. **Transmission Capacity.** The epost Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.
  - iii. **epost Connect Conversations.** If the Offeror sends an email requesting epost Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an epost Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.
  - iv. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open for at least 30 business days after the solicitation closing date and time.
  - v. **Message Fields.** The Offeror must identify the solicitation number in the epost Connect message field of all electronic transfers.
  - vi. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
  - vii. **Canadian Mailing Address.** The use of epost Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for epost Connect.
- e. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in epost Connect or communicating through an epost Connect conversation.
  - f. **Errors in epost Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by epost Connect.
- 4.4. Offer Submission Method Restrictions.** Canada will not accept offers submitted in any other manner.
- 4.5. Discrepancies.**
- a. Submission via epost Connect. If the Offeror provides copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through epost Connect, the wording of the copy provided through epost Connect will have priority.
- 4.6. Provision of Documentation.**
- Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not

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responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

**4.7. Offer Costs.** The Offeror is solely responsible for all costs associated with preparing, submitting, and evaluating its offer.

**4.8. 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 a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those in force in Manitoba.

**4.9. Entire Requirement.** The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

## **5. Communications.**

**5.1. Offer Communications.** To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the Standing Offer Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.

- a. Period for Questions.** Offerors should submit all questions in writing no later than five business days before the offer closing date. Canada may not respond to questions submitted after this.
- b. Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. Proprietary Questions.** For any technical questions, Offerors must clearly mark "proprietary" on each item that is of a proprietary nature. Canada will treat such items as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

**5.2. Improvement of Requirement During Solicitation Period.** Offerors may make suggestions, in writing, to Canada of technical or technological improvements to the specifications or Statement of Work contained in the solicitation of offers. Offerors must, in such case, clearly outline the suggested improvement as well as the reason for the suggestion. Canada will consider suggestions that do not restrict the level of competition or favour a particular Offeror, but only if the Offeror submits its

suggestions at least five business days before the offer closing date. Canada may accept or reject any suggestions.

**5.3. Offer Debriefings.** Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Standing Offer Authority within 15 business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

**5.4. Offer Challenge and Recourse Mechanisms.**

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Standing Offer Authority. Canada's Buy and Sell website, under the heading "Offer Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- c. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

**6. Technical Proposal.**

**6.1. Technical Offer Contents.**

- a. **Requirements.** Offerors should:
  - i. demonstrate their understanding of the requirements contained in the solicitation of offers;
  - ii. concisely explain how they will meet these requirements; and
  - iii. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.
- b. **Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

**7. Financial Proposal.**

**7.1. Financial Proposal.** Offerors must submit their financial offer in accordance with the Annex - Basis of Payment.

**7.2. Exchange Rate Fluctuation.** Canada is not offering exchange rate fluctuation risk mitigation for this solicitation. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

**8. Evaluation Procedures.**

**8.1. Assessment.** Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the "Technical" evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

**8.2. Conduct of Evaluation.**

- a. Support for Offer Requirements.** Canada may request information to support any offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,
- i.** seek clarification or verification as to any information provided,
  - ii.** contact any references to verify any information it submitted,
  - iii.** request information about the Offeror's legal status,
  - iv.** conduct a survey of the Offeror's facilities,
  - v.** examine the Offeror's its technical, managerial, and financial capabilities,
  - vi.** correct any error in
    - 1.** the extended pricing of offers by using unit pricing, or
    - 2.** the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
  - vii.** verify any information the Offeror provided, or
  - viii.** interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
- b. Compliance.** The Offeror must comply with any such request within the time specified in Canada's request.

**8.3. Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the offers.

**8.4. Rights of Canada.** Canada may:

- a.** reject any or all offers in response to the solicitation of offers;
- b.** enter into negotiations with Offerors on any or all aspects of their offers;
- c.** accept any offer in whole or in part without negotiations;
- d.** cancel the solicitation at any time;
- e.** reissue the solicitation; or
- f.** if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation by inviting only the Offerors who offer to resubmit offers within a period designated by Canada, and negotiate with the sole compliant Offeror to ensure the best value to Canada.

**8.5. Rejection of Offer.** Canada may reject an offer where:

- a. Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
  - i.** is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offers on the requirement;
  - ii.** based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - iii.** based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
- c. Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;

- d. Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
- e. Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. Conflict of Interest.** In Canada's opinion, the Offeror is in a conflict of interest or had an unfair advantage over other Offerors. Among other things, being involved in preparing the solicitation or having access to information not available to other Offerors may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing; or
- g. Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
  - i.** in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii.** in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.
- h. Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the Standing Offer Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

## 9. Technical Evaluation.

**9.1. Mandatory Technical Criteria.** Canada will review each offer for compliance with the mandatory requirements of the solicitation of offers. Any element of the solicitation of offers identified specifically with the words "must" or "mandatory" is a mandatory requirement. Canada will declare non-compliant any offer that does not comply with every mandatory requirement. The mandatory technical criteria are

- a.** Ability to perform the full scope of the work as described in Annex "A" – Requirement.
- b.** Provision of pricing as requested in Annex "B", Basis of Payment. It will be mandatory for suppliers to provide pricing for 100% of services to be considered compliant.

## 10. Financial Evaluation.

**10.1. Evaluation of Price.** Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties included.

**10.2. Blank Prices.** Offerors must insert "\$0.00" for any item for which they do not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that fact. Canada will not permit any Offeror to add or change a price as part of such a confirmation. If an Offeror does not confirm that the price for a blank item is \$0.00, Canada will declare its offer to be non-responsive.

**10.3. Basis of Selection.** For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers and meet all mandatory technical evaluation criteria. Canada will consider the compliant offer with the lowest evaluated price for award.

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**10.4. Price Justification.** If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada,
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers,
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit,
- d. price or rate certifications, and
- e. any other supporting documentation that Canada may request.

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## Standing Offer

### 1. Offer.

The Offeror offers to fulfil the requirement in accordance with the Annex - Statement of Work.

**1.1. Provision under Standing Offers.** If an Identified User listed in the Standing Offer requests any of the goods, services, or both described in the Standing Offer, the Offeror will provide and deliver them to Canada in accordance with the pricing set out in the Standing Offer and with the conditions listed in the clause entitled Offeror's Acknowledgements.

**1.2. Term of the Standing Offer.** The period for issuing Call-ups against the Standing Offer is from date of issuance for a two year period.

### 1.3. Extended Term.

- a. 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 (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- b. The Standing Offer Authority will advise the Offeror of the decision to authorize the use of the Standing Offer for an extended period thirty calendar days before the expiry date of the Standing Offer. The Standing Offer Authority will issue a revision to the Standing Offer.

### 1.4. Standing Offer Security.

**a. Security Requirements.** 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 Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 Security Requirements Check List.
  - b. Industrial Security Manual (Latest Edition).

**b. Contract Security Program.** The Company Security Officer must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

### 1.5. Call-Ups.

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- a. Forms.** Identified Users will use the form included in the Standing Offer, if applicable, to place Call-ups to order goods, services or both; they may also do so by telephone calls, fax or email requests, or by using Canada acquisition cards (Visa or MasterCard).
- b. Written Confirmation.** Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.
- c. Identified User.** The Identified User authorized to make Call-ups against the Standing Offer is the Department of National Defence, 17 Wing in Winnipeg, Manitoba.
- d. Call-Up Procedures.**
- i. Call-up by Authorized Representative.** The Identified User's authorized representative places a Call-up under the Standing Offer for goods, services, or both included in, and at the prices and in accordance with the terms and conditions specified in, the Standing Offer.
- e. Call-Up Instrument.**
- i. Confirmation of the Work.** The Identified User will authorize or confirm the Work using the duly completed forms or their equivalents as identified immediately below, or by using a Canada acquisition card (Visa or MasterCard).
- ii. Applicable Forms.** The Identified User may, for this purpose, use any of the following forms, which are available through PWGSC Forms Catalogue website:
- PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
- OR**
- Applicable Forms.** The Identified User may use an equivalent form or electronic Call-up document that contains at least the following information:
- the Standing Offer number,
  - a statement that incorporates the terms and conditions of the Standing Offer,
  - a description and the unit price for each line item,
  - the total value of the Call-up,
  - the point of delivery,
  - a confirmation that funds are available under section 32 of the Financial Administration Act, and
  - a confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.
- f. Offer and Acceptance.** Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up.
- 1.6. Limitation of Call-ups.** Individual Call-ups against the Standing Offer must not exceed **\$25,000** (Applicable Taxes included).

**1.7. Limitation of Expenditure.**

- a. Limitation for All Call-ups.** The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of **[\$TBD ]**(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 Contracts which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.
- b. Notification of Adequacy.** 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 four 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.

**1.8. Revision of Standing Offer.** Only the Standing Offer Authority can extend the period of retention of the Standing Offer or increase its usage, by issuing a written revision to the Standing Offer.

**1.9. Standing Offers Reporting.**

- a. Maintaining Records.** The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. The Offeror must ensure that this data include all of Canada's purchases (Call-ups), including those paid for by Canada acquisition cards.
- b. Reporting Requirements.** The Offeror must provide this data in accordance with the reporting requirements detailed in Annex – Standing Offer Usage Reporting. If some data are not available, the Offeror must indicate the reason in its report. If the Offeror has not provided any goods or services during a given period, it must provide a "nil" report.
- c. Frequency of Submissions.** The Offeror must submit this data on a quarterly basis to the Standing Offer Authority.
- d. Reporting periods.** The quarterly reporting periods are 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
- e. Deadline for Submissions.** The Offeror must submit this data to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

**1.10. Set Aside by Canada.**

- a. Set Aside on Default.** The Standing Offer Authority may, upon written notice to the Offeror, set aside the Standing Offer of any Offeror who is in default of any of its obligations under any Call-up issued against the Standing Offer. The set-aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the Standing Offer Authority's satisfaction within that cure period.
- b. Set Aside on Insolvency.** The Standing Offer Authority may, upon written notice to the Offeror, immediately set aside the Standing Offer if
- i. the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors,
  - ii. a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or

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iii. an order is made or a resolution passed for the Offeror's winding-up.

**1.11. Withdrawal by Offeror.** If the Offeror wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, it must give at least 30 calendar days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. This 30 day period will start upon the Standing Offer Authority's receipt of the Offeror's notice and the withdrawal will be effective at the expiry of that period. The Offeror must fulfil any Call-ups that Canada made before the expiry of that period.

**1.12. Offeror Acknowledgments.** The Offeror acknowledges the following:

- a. **No Commitment by Canada.** A Standing Offer is not a contract. Canada's issuance of a Standing Offer does not oblige it to procure or contract for any goods, services, or both listed in the Standing Offer.
- b. **Canada Can Use Various Means of Procurement.** Canada may procure any of the goods or services specified in the Standing Offer by any other means.
- c. **Contract Only When Canada Requests Goods or Services.** A Call-up against the Standing Offer will form a contract only when those goods, services or both have been requested, provided that the Call-up is made in accordance with the terms of the Standing Offer.
- d. **Canada's Liability.** Canada's liability is limited to that arising from Call-ups against the Standing Offer made within the period specified in the Standing Offer.
- e. **Electronic Purchasing Tool.** Canada may require that its purchase of goods, services, or both listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will give the Offeror at least 90 calendar days' notice before imposing this requirement.
- f. **No Assignment.** The Offeror cannot assign or transfer the Standing Offer, in whole or in part.
- g. **Joint Venture.** If the Offeror is a joint venture, the Offeror acknowledges that all joint venture members are jointly and severally and are solidarily liable for performing any Call-up resulting from the Standing Offer. Canada will set aside the Standing Offer if the membership of a joint venture changes.
- h. **Set-aside by Canada.** Canada may set aside the Standing Offer at any time.

**1.13. Compliance.**

- a. **Certifications.** 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 Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract
- b. **Code of Conduct.** The Offeror will comply with the [Code of Conduct for Procurement](#) for the period of the Standing Offer and of any resulting contracts.
- c. **Ineligibility and Suspension Policy.** The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the solicitation of offers on its closing date are incorporated into, and form a binding part of, the Standing Offer and any resulting contracts. All Offerors must comply with the Policy and Directives, which can be found on PWGSC's website at [Ineligibility and Suspension Policy](#).

**1.14. 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

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websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

**1.15. Disclosure of Information.** The Offeror:

- a. consents to Canada disclosing its Standing Offer unit prices or rates, and
- b. acknowledges that it will have no right to claim against Canada, the Identified User, or their respective employees, agents, or representatives in relation to such disclosure.

**1.16. Publication of Standing Offer Information.**

- a. **Offeror's Consent to Publication.** The Offeror acknowledges that Canada may publish certain information related to the Standing Offer or a catalogue, including:
  - i. the conditions of the Standing Offer,
  - ii. the Offeror's name and procurement business number and the name, address, telephone number, fax number, and email address of its representative,
  - iii. the Offeror's profile and its level of security clearance, and
  - iv. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
- b. **Errors, etc. in Published Information.** Canada will not be liable for any errors, inconsistencies, or omissions in any such published information. If the Offeror identifies any error, inconsistency, or omission, the Offeror will immediately notify the Standing Offer Authority.

**1.17. Access to Information.** The Offeror acknowledges:

- a. that the records that it creates and that are under the control of Canada are subject to the [Access to Information Act](#),
- b. Canada's responsibilities under that statute and that, accordingly, it must, to the extent possible, assist Canada in discharging those responsibilities, and
- c. that section 67.1 of the [Access to Information Act](#) provides that any person who destroys, alters, falsifies, or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

**1.18. Applicable Laws.** The laws in force in Manitoba will govern the Standing Offer and any Call-up resulting from the Standing Offer and be used to interpret the Call-up.

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## 1.19. Authorities

### a. Standing Offer Authority.

**Contact Information.** The Standing Offer Authority for the Standing Offer is:

Nancy Baessler  
Procurement Specialist, Procurement Branch, Western Region  
Public Services and Procurement Canada  
Tel.: 306-241-2826  
Email: [nancy.baessler@pwgsc-tpsgc.gc.ca](mailto:nancy.baessler@pwgsc-tpsgc.gc.ca)

**Responsibility.** 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 or she is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

### b. Project Authority.

**Contact Information.** The Project Authority for the contract is:

*To Be Determined.*

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

### c. Offeror Contact Information.

The Offeror's representative for the contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**1.20. Standing Offer 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. Annex-Statement of Work;
- d. Annex-Basis of Payment;
- e. Annex-Security Requirements Check List;
- f. the Offeror's Offer dated \_\_\_\_\_, **(To be inserted upon award of Standing Offer)**

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

- a. Use of EPS.** During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the Standing Offer's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.
- b. Notice Period.** Canada agrees to provide the Offeror with at least 90 calendar day's notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.
- c. Offeror Elects Not To Use EPS.** If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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## RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Call-up against the Standing Offer.

### 1. Work.

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

### 2. Performance of Work.

#### 2.1 Conduct of the Work.

- a. **Performance.** Subject to section "Suspension of the Work", the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor agrees to:
  - i. perform the Work diligently and efficiently;
  - ii. except for Government Property, supply everything necessary to perform the Work;
  - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - iv. select and employ a sufficient number of qualified people; and
  - v. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract.
- b. **The Contractor represents and warrants that it:**
  - i. is competent to perform the Work;
  - ii. has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
  - iii. has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
  - iv. shall maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.

#### 1.1. Subcontracts.

- a. **Right to Subcontract.** The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
- b. **Contractor Responsibilities.** Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### 3. Term of the Contract.

- 3.1 **Initial Term.** The Work is to be performed during the period of { | \_\_\_\_ (fill in start date of the work) to \_\_\_\_ (fill in end date of the work) }.

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#### 4. Inspection and Acceptance.

##### 4.1 Inspection, Acceptance and Cure.

- a. **Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
- b. **Rejection and Cure.** Canada will have the right to may reject any work that is not in accordance with does not meet the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### 5. Basis of Payment.

**5.1 Basis of Payment – Firm Price (all Work).** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, Canada will pay the Contractor firm unit prices, as specified in Annex-Basis of Payment for a cost of \$\_\_\_\_\_ 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.**Payments.**

**6.1 Invoices. Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.

**b. Invoice Details.** Invoices must show:

- i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number , Procurement Business Number, and financial code(s);
  - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - iii. deduction for holdback, if applicable;
  - iv. the extension of the totals, if applicable;
  - v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
  - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

##### 6.2 Payment Period.

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Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

### 6.3 Late Payments.

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments or for payments made by credit cards.

6.4 **Electronic Payment of Invoices.** Canada will pay the Contractor using the following Electronic Payment Instrument(s): (insert the items identified in the Contractor's offer and renumber accordingly; the complete list is presented below for reference)

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

6.5 **Right to Set-Off.** When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

### 6.6 Taxes.

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.  
*Pursuant to the O, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the*

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*Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.*

## **7. Method of Payment.**

**7.1 Single Payment.** Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents
- b. Canada has verified all such documents, and
- c. Canada has accepted the Work performed.

## **8. Ownership and Risk of Loss.**

**8.1 Risk of Loss.** Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

**8.2 Title.** Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## **9. Government Property.**

**9.1 Care of Property.** The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

## **10. Access to Information.**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

## **11. Accounts and Audit.**

**11.1 Accounts and Records.** The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

**11.2 Time Verification.** Canada may at any time verify the time charged and the accuracy of the Contractor's time recording system. If Canada determines after payment that there was an overpayment, the Contractor must repay the overpaid amount, at Canada's request.

**11.3 Time and Contract Price Verification.** Canada may at any time verify the Contractor's time charged and the contract price of incidental materials used. If Canada determines after payment that there was an overpayment, the Contractor must repay the overpaid amount, at Canada's request.

## 12. Insurance.

**12.1 Commercial General Liability Insurance Minimum Amount.** The Contractor must obtain and maintain commercial general liability insurance in an amount usual for a contract of this nature, but for not less than \$2 million per accident or occurrence and in the annual aggregate.

**12.1.2 Required Policy Inclusions.** The commercial general liability policy must include the following:

- i. Additional Insured:** Canada is added as an Additional Insured, but only for liability arising out of the Contractor's performance of the Contract. Canada's interest should read as follows: "Canada, as represented by Public Works and Government Services Canada."
- ii. Bodily Injury and Property Damage to third parties** arising out of the Contractor's operations.
- iii. Products and Completed Operations:** Coverage for bodily injury or property damage arising out of either goods or products manufactured, sold, handled, or distributed by the Contractor or operations that the Contractor has completed.
- iv. Personal Injury:** The coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment, and Defamation of Character.
- v. 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. The policy must also apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.
- vi. Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities in connection with contractual obligations.
- vii. Employees and Volunteers:** Employees and, if applicable, volunteers must be included as Additional Insured.
- viii. Employers' Liability** or confirmation that all employees are covered by workers' compensation (WSIB) or similar program.
- ix. Broad Form Property Damage including Completed Operations:** The policy must expand 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.
- x. Notice of Cancellation:** The Contractor must give the Contracting Authority 30 calendar days' prior notice of cancellation of or any changes to the policy.
- xi. Minimum Coverage Period.** 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.

## 13. Certifications and Additional Information.

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**13.1 Compliance with Certifications.** Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

**13.2 Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

**13.3 Compliance with Code of Conduct.** The Contractor must comply with the [Code of Conduct for Procurement](#).

**13.4 Contingency Fees.** The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

**13.4.1** contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

**13.4.2** "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* 1985, c. 44 (4th Supplement).

**13.5 No Bribe.** The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

**13.6 No Influence; No Financial Interest.** The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

**13.7 No Conflict.** The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, "conflict" means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

**13.8 Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

**13.9 Integrity Provisions.** The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and*

*Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

### **13.10 Federal Contractors Program for Employment Equity - Default by the Contractor.**

The Contractor agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

### **13.11 Harassment in the Workplace.**

**13.11.1** The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which also applies to the Contractor, is available on the Treasury Board Web site (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26041>).

**13.11.2** The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make a determination regarding the validity of the complaint and decide on any action required.

**13.12 Invoice Submittal Certification.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

**13.14 Electrical equipment.** All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

#### **13.15 Direct Request by Customer Department**

**13.15.1** Under paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

**13.15.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### **14. Proactive Disclosure of Contracts with Former Public Servants.**

#### **14.1 Proactive Disclosure.**

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

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reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 15. International Sanctions.

### 15.1 Sanctions Limitations.

Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to economic sanctions.

### 15.2 Contractor Obligations.

#### 15.2.1 The Contractor must:

- i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
- ii. comply with changes to the regulations imposed during the Contract Period, and
- iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.

#### 15.2.2 If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

## 16. Termination and Suspension.

### 16.1 Termination for Convenience. Right to Terminate.

Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.

#### 16.1.2 Effect of Termination.

Upon termination for convenience of the Contract

- i. the Contractor must comply with the requirements of the termination notice; or
- ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.

#### 16.1.3 Payments.

Canada will pay the Contractor

- i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
- ii. costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
- iii. costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

#### 16.1.4 Maximum Payment.

The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

#### 16.1.5 Acknowledgments.

- i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
- ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
- iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 16.2 Default by the Contractor.

- 16.2.1 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 16.2.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 16.2.3 If Canada gives notice under subsection a or b, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

16.3 **Suspension of the Work.** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

## 17. Remedies and Liabilities.

### 17.1 Liability.

- 17.1.1 **Exclusive Provision.** The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text.
- 17.1.2 **Contractor Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.
- 17.1.3 **Canada Liability.** Canada is liable for any damage caused by Canada, its employees, or agents to the Contractor or any third party.
- 17.1.4 **Damages.** Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused because of or during the performance of the Contract.
- 17.1.5 **Exclusion of Liability.** The Contractor will not be liable to Canada for breach-of-contract damages that are remote or speculative or that the Contractor could not reasonably have foreseen on entry into the Contract.

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## 18. General Provisions.

**18.1 Status of Contractor.** The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees. **Entire Agreement.** The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

### 18.3 Amendment.

18.3.1 Amendments to the Contract must be in writing and signed by the Parties.

18.3.2 While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

**18.4 Counterparts.** The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

### 18.5 Assignment.

18.5.1 The Contractor may only assign this agreement if

18.5.1.1 Canada agrees to the assignment in writing; and

18.5.1.2 the Contractor remains responsible for the assignee's performance.

18.5.2 The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

**18.6 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 Manitoba.

### 18.7 Dispute Resolution.

18.7.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the Contract.

18.7.2 The parties agree to consult and co-operate with each other in the furtherance of the Contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

18.7.3 If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

18.7.4 Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

**18.8 Powers of Canada.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**18.9 Time of the Essence.** It is essential that the Contractor delivery or perform the Work within or at the time stated in the Contract.

## 18.10 Excusable Delay.

18.10.1 **Definition of Excusable Delay.** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that

18.10.1.1 is beyond the reasonable control of the Contractor,

18.10.1.2 could not reasonably have been foreseen,

18.10.1.3 could not reasonably have been prevented by means reasonably available to the Contractor, and

18.10.1.4 occurred without the fault or neglect of the Contractor, is an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear Workaround plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

18.10.2 **Postponement of Delivery.** Canada will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.

18.10.3 **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

18.10.4 **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

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## Annex Standing Offer Solicitation Definitions

In this solicitation, unless the context otherwise requires, the following terms shall have the following meanings.

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"** means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Call-up"** means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

**"Canada", "Crown", "Her Majesty" or "the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Client"** means the department or agency for which the Work is performed.

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

**"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.

**"General Conditions"** means the general conditions that form part of the Contract.

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**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

**"Identified User"** means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

**"Joint Venture"** means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement.

**"Lump Sum Payment"** means the payment which 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.

**"Offeror"** means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

**"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.

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"** means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Standing Offer"** means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

**"Standing Offer Authority"** means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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## Annex Standing Offer Definitions

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**"Call-up"** means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

**"Canada"**, **"Crown"**, **"Her Majesty"** or **"the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister.

**"Identified User"** means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make Call-ups against the Standing Offer.

**"Offeror"** means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

**"Standing Offer"** means the Offeror's written offer, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes, and any other document specified or referred to as forming part of the Standing Offer.

**"Standing Offer Authority"** means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

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## Annex Resulting Contract Definitions

In this Standing Offer Contract, unless the context otherwise requires, the following terms shall have the following meanings:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"** means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Call-up"** means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

**"Canada", "Crown", "Her Majesty" or "the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Contract" or "Call-up Contract"** means the contract that results from the issued Call-up that accept the Offeror's Offer including these Articles of Agreement, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the Offeror, the person, entity or entities named in the Call-up Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

**"Identified User"** means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

**"Offeror"** means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

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**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"** means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Standing Offer"** means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

**"Standing Offer Authority"** means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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## Annex Offer Submission Form

### 1. Offeror's Full Legal Name

The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror.

<b>Offeror's Full Legal Name</b>	
----------------------------------	--

### 2. Offeror's Procurement Business Number (PBN)

If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.

**PBN is not required at Offer closing, but required prior to contract award.**

<b>Offeror's Procurement Business Number (PBN)</b>	
--	--

### 3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

<b>Name(s) of Joint Venture Member</b>	

<b>PBN(s) of Joint Venture Member</b>	

<b>Authorized Representative of the Offeror</b>	
<b>Name</b>	
<b>Title</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email</b>	

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<b>Name of the Joint Venture, if applicable</b>	
<b>4. Applicable Laws</b> Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation.	
<b>Applicable Laws</b>	<u>[Applicable Law Province]</u>
<b>5. Electronic Payments</b> The Offeror accepts the following payments (please check all that apply):	
<input type="checkbox"/> VISA Acquisition Card <input type="checkbox"/> MasterCard Acquisition Card <input type="checkbox"/> Direct Deposit (Domestic and International) <input type="checkbox"/> Wire Transfer (International Only) <input type="checkbox"/> Large Value Transfer System (LVTS) (Over \$25 million dollars)	
<b>Signatures</b>	
Signature of representative authorized to sign on behalf of the Offeror	
Name:	
Title:	
Date:	

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## Annex Offeror Declaration Form

Offeror's Full Legal Name	
Once you have read and understood each statement, please respond by checking [ ] each certification below and sign this declaration. The Offeror certifies to Canada that its response below are complete and truthful.	
<b>Federal Contractors Program for Employment Equity (FCP)</b>	
<b>Eligibility to submit an offer</b> Federal Contractors Program for Employment Equity	<input type="checkbox"/> The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " <a href="#">FCP Limited Eligibility to Bid</a> " list. <i>Canada may declare an offer non-responsive if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i>
<b>Accuracy and Integrity</b>	
Accuracy of information	<input type="checkbox"/> All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	<input type="checkbox"/> The Offeror complies with Canada's <a href="#">Code of Conduct for Procurement</a> .
Ineligibility and Suspension Policy	<input type="checkbox"/> The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. <input type="checkbox"/> The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. <input type="checkbox"/> The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada.
<b>Former Public Servant</b> Contracts awarded to former public servants ("FPS") who receive a federal government pension or lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before contract award. If the Offeror fails to provide the required information by the time Canada has completed its evaluation of request for standing offers, Canada will inform the Offeror of a time frame within which to provide the information, and if it fails to do so, Canada will declare the offer to be non-responsive. <i>Please consult the Annex 6A for the definition of "pension" and "lump sum payment."</i>	
<b>Is the Offeror an FPS who receives a pension?</b>	<input type="checkbox"/> Yes (If yes, please fill out <b>Former Public Servant - Form Receipt of Pension</b> ) <input type="checkbox"/> No

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<b>Is the Offeror an FPS who received a lump sum payment under a Work Force Adjustment Directive?</b>	<input type="checkbox"/> Yes (If yes, please fill out <b>Former Public Servant - Form Receipt of Lump Sum Payment</b> ) <input type="checkbox"/> No
<b>Form: Former Public Servant - Receipt of Pension</b> If the Offeror is in receipt of a pension, the Offeror must provide the following information for each FPS in receipt of a pension. <i>Each Offeror acknowledges that the successful Offeror's status, with respect to being a former public servant who received a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="#">Contracting Policy Notice</a> and the <a href="#">Guidelines on the Proactive Disclosure of Contracts</a>.</i>	
<b>1. Name of former public servant</b>	
Date of termination of employment or retirement from the Public Service	
<b>2. Name of former public servant</b>	
Date of termination of employment or retirement from the Public Service	
<b>3. Name of former public servant</b>	
Date of termination of employment or retirement from the Public Service	
<b>4. Name of former public servant</b>	
Date of termination of employment or retirement from the Public Service	
<b>5. Name of former public servant</b>	

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Date of termination of employment or retirement from the Public Service	
<b>Form: Former Public Servant - Receipt of Lump Sum Payment</b> If the Offeror is in receipt of a lump sum payment, please provide the following information. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to an FPS who received a lump sum payment is \$5,000, including Applicable Taxes. <i>Each Offeror acknowledges that the successful Offeror's status, with respect to being a former public servant who received a lump sum payment, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="#">Contracting Policy Notice</a> and the <a href="#">Guidelines on the Proactive Disclosure of Contracts</a>.</i>	
<b>1. Name of former public servant</b>	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump-sum payment	
Rate of pay on which lump sum payment is based	
Period of lump-sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a workforce adjustment program	
<b>2. Name of former public servant</b>	
Conditions of the lump sum payment incentive	
Date of termination of employment	

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Amount of lump-sum payment	
Rate of pay on which lump sum payment is based	
Period of lump-sum payment (start date, end date, and number of weeks)	
Number and amount of other contracts subject to the restrictions of a workforce adjustment program	
<b>3. Name of former public servant</b>	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump-sum payment	
Rate of pay on which lump sum payment is based	
Period of lump-sum payment (start date, end date, and number of weeks)	
Number and amount of other contracts subject to the restrictions of a workforce adjustment program	
<b>4. Name of former public servant</b>	
Conditions of the lump sum payment incentive	

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Date of termination of employment	
Amount of lump-sum payment	
Rate of pay on which lump sum payment is based	
Period of lump-sum payment (start date, end date, and number of weeks)	
Number and amount of other contracts subject to the restrictions of a workforce adjustment program	
<b>5. Name of former public servant</b>	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump-sum payment	
Rate of pay on which lump sum payment is based	
Period of lump-sum payment (start date, end date, and number of weeks)	
Number and amount of other contracts subject to the restrictions of a workforce adjustment program	

**COVID-19 Vaccination Requirement Certification**

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 RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

## 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;
- 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; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

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

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any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

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

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

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 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.



## Annex Statement of Work

### 1 SITES OF WORK

- .1 Base Buildings – North Site, 17 Wing, Winnipeg MB.
- .2 Satellites:
  - .1 McGregor Armoury, 551 Machray Ave, Winnipeg MB.
  - .2 Her Majesty's Canadian Ship Chippawa (HMCS CHIPPAWA), 51 Navy Way, Winnipeg MB.
  - .3 Minto Armoury, 969 St Matthews Ave, Winnipeg MB.
  - .4 Kenora Armoury, 316 First St, Kenora ON.
  - .5 Thunder Bay Armoury, 317 Park Ave, Thunder Bay ON.
  - .6 Her Majesty's Canadian Ship Griffon (HMCS GRIFFON), 125 North Algoma St, Thunder Bay ON. GRIFFON Boat shed located on T-Bay waterfront.
  - .7 Portage la Prairie Armoury, 143-2nd St NE, Portage la Prairie MB.

### 2 SCOPE OF WORK

- .1 Description of Work. Work under this Service SOA includes, but is not necessarily confined to the provision of all labour, transportation, materials, equipment, supervision and expertise necessary to perform the maintenance and possible upgrades of the Intrusion Alarm System, at the Sites of Work listed in paragraph 1 on an "as requested basis" for the following systems:
  - .1 Genetec Access Control
  - .2 SIS Intrusion Monitoring
  - .3 DSC Intrusion Panel
  - .4 Cisco Network
  - .5 HP DL 380 Server
  - .6 Summit NT Bldg. 25
  - .7 Contractor will be responsible for all service and maintenance on CCTV maintenance.
- .2 Provision of Service
  - .1 Services are to provide preventive maintenance/repairs to intrusion systems on a 24 hour 7 days a week basis. Where the possibility of system upgrades may exist they will be treated on an individual basis. Response time (after Normal working hours) will be a maximum of two (2) hours for emergency calls within the City of Winnipeg. Four hours for Portage La Prairie Location and next day for Thunder Bay/Kenora. Response time will commence from moment phone call has been made. Contractor to provide cell phone number and contact name.
  - .2 For Kenora and Thunder Bay site locations the use of a local contractor will be used if possible.
- .3 Codes
  - .1 Perform work in accordance with the latest edition of the National Building Code of Canada (NBC), The Operations Manager, Field Service Department, Occupational health and Safety Division (WCB) and any other code of provincial or

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Local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

- .2 Have only qualified journeymen (ie Ticketed, licensed and certified or approved by manufacturer of Intrusion Alarm System) in performing work on this SOA. Submit proof of such licences to Inspector when requested.

.4 Contractor's Use of Site

- .1 Access to the site of the work to be as directed by the Inspector and site authority.
- .2 Movement around the site is subject to restrictions laid down by the Inspector.
- .3 Assume full responsibility for and execute complete layout of work.

.5 Interference and Security

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Inspector to facilitate execution of work.
- .2 Where security has been reduced by work of the Contractor, provide temporary means to meet security requirements as directed by Security and Military Police and the Inspector.

.6 Acceptability of Materials

- .1 Materials and parts used will be those specified by the manufacturer of the equipment and/or the Inspector.
- .2 The Contractor will not make any changes in the design and installation of equipment and fixtures without prior written approval of Inspector.
- .3 If in an emergency, the Contractor installs parts other than those specified, the Contractor will replace them with specified parts before claiming payment, but no claim or other than specified parts will be made.
- .4 All replaced parts and material not under warranty, whether serviceable or unserviceable, will be returned to the Inspector for inspection on completion of the work.
- .5 All manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as specified by the manufacturer.

.7 Work Requisition

- .1 Other than emergency, repair work shall commence when Contractor has a signed and approved DND 942 authorizing him to perform work.
- .2 Work performed as requested by persons other than the Inspector, not on an authorized DND 942 shall be done at the Contractor's own expense.
- .3 Emergency work call-up:
  - .1 For emergency work only the request will be made by telephone with the 942 call-up submitted in arrears, the contractor shall action the request within 2 hours of receipt.

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.2 The Contractor, upon receipt of "acceptance of tender" will be advised by the Inspector in writing, the names of persons authorized to request service. Work undertaken at The request of others will be entirely at the Contractor's risk with regard to payment.

.4 The non-emergency maintenance repairs will be carried out between normal working hours from 07:30 and 16:00, Monday through Friday excluding holidays.

## .8 Payments

- .1 Invoices shall be submitted for each unit or call-out as applicable.
- .2 Invoices shall include Contractor's requisition number, work order number, and work completion date. Invoices shall also be consecutively numbered. Invoices will also include on site time and completion time for each day worked.
- .3 All invoices submitted for payment shall be accompanied with the DSS-MSS 942 (Requisition on SOA).
- .4 Invoices are to include a breakdown as follows:
  - .1 Rates of pay and hours of work for each tradesperson.
  - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
  - .3 Extended totals.
  - .4 Goods and Services Tax (GST) to be shown as a separate item.
  - .5 Where sub-contracting is involved, a copy of sub-contractor's paid invoice shall accompany the invoice against the requisition.
  - .6 Where discount or mark-up is applicable, please indicate separately.
- .5 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

## .9 Work Estimates

- .1 The Engineer's Contracts Inspectors will normally request an approximate cost for call-ups, in which case a verbal estimate is acceptable.
- .2 If a "Quote" is requested, a written quote shall be faxed to the Engineer's Contracts Inspector requesting it at no cost to DND.

## .10 Spare Parts

- .1 The Contractor shall use parts as required from the on-site "Spare Parts" held at Wing Security.
- .2 The Contractor shall be responsible to inform Inspector of parts used and maintain a list to replace as used spare Part on-site to enable future repairs to be completed by visiting technician.
- .3 The Contractor shall not increase on-site spare parts list without written approval from the Inspector.

.11 Workmanship and Materials

- .1 The Contractor shall make good inferior workmanship and replace defective materials at his own expense.
- .2 It shall be the responsibility of the Contractor to make good any damage to DND or private property resulting from, or attributable to, his work at his own expense.

3 TEMPORARY FACILITIES

.1 Power and Water Supply

- .1 DND can provide, free of charge, temporary electric power and water for construction purposes.
- .2 Inspector will determine points and quantitative limits. Inspector's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Provide, at no cost to DND, all equipment and temporary lines to bring these services to project site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

.2 Temporary Structures

- .1 The Contractor will furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain his property and will be removed by him from the site on completion of the work.

4 SAFETY REQUIREMENTS

- .1 Construction Safety Measures. Observe construction safety measures of most recent National Building Code and Provincial Government, Worker's/Workmen's Compensation Board, Canada Labour Code part II, and municipal authority provided that in any case of conflict or discrepancy most stringent requirements shall apply.
- .2 Confined Space Entry Policy. Contractor will acquire proper permits and be certified for entering the confined space.
- .3 Overloading. Ensure no part of the work is subjected to loading that will endanger its safety or will cause permanent deformation.
- .4 Scaffolding. Design and construct scaffolding in accordance with CSA S269.2.
- .5 WHMIS
  - .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
  - .2 Deliver copies of WHMIS data sheets to Inspector on delivery of materials.

- .6 Fall Protection
  - .1 Approved Fall Protection equipment and methods shall be used when required.
  - .2 Equipment and methods shall be approved by Inspector.
- .3 All work requiring Fall Arrest are to be performed by Certified person.

## 5 FIRE SAFETY REQUIREMENTS

- .1 Fire Safety Plan. Contractors and their personnel will be familiar with this section and its requirements.
- .2 Reporting Fires
  - .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number (Base and Off-Base).
  - .2 Report immediately all fire incidents to the Fire Department as follows:
    - .1 activate nearest fire alarm box; or
    - .2 telephone.
- .3 Person activating fire alarm box will remain at that location to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- .5 Fire Extinguishers. The Contractor shall supply fire extinguishers, as scaled by the Wing Fire Chief, necessary to protect, in an emergency the work in progress and the contractors physical plant on site.
- .6 Fire Precautions
  - .1 Private Contractors are responsible for providing a Fire Watcher service on a scale established in conjunction with the Wing Fire Chief prior to job start up.
  - .2 Fire permit is to be obtained in cases involving the use of flame or spark producing devices including heating equipment or around buildings.
  - .3 Appropriate permits must be obtained prior to job start up.

## 6 ENVIRONMENTAL PROTECTION

- .1 Fires. Fires and burning of rubbish on site not permitted.
- .2 Disposal of Wastes
  - .1 Do not bury rubbish and waste materials on site.
  - .2 Remove from DND property for disposal, all wastes or volatile materials, such as mineral spirits, oil or paint thinner.
- .3 Drainage
  - .1 Do not dispose of waste or volatile materials into storm or sanitary sewers or drainage systems.
  - .2 Control disposal or runoff of water contaminating suspended materials or other harmful substances in accordance with local authority requirements.
- .4 Site Cleaning and Plant Protection
  - .1 Protect trees and plants on site and adjacent properties where indicated.
  - .2 Minimize stripping of topsoil and vegetation.

- .5 Equipment. Equipment which is to be used in the execution of the work shall be maintained in a manner that will not be detrimental to the environment and in compliance with the Canadian Environmental Protection Act (CEPA). Equipment which is in violation, shall be removed from the site until such time as it does comply with the above requirements.

.6 Storage and Handling

- .1 All hazardous substances (any substance that is poisonous or exhibits flammability, corrosivity, reactivity or toxicity) shall be stored and handled in a manner which is not harmful to human life and will not pollute the environment.
- .2 All hazardous substances stored outdoors will be situated in or on a secondary containment device capable of fully containing 1.5 times the quantity of the largest toxic substance container stored in or on it. Storage sites shall be consolidated to the greatest extent possible to reduce the number of hazardous sites.
- .3 Where hazardous substances are stored indoors in quantities which cannot be contained safely by the building structure in the event of a leak, the Inspector may direct that such substances be stored in or on proper secondary containment devices.

.7 Clean Up

- .1 Leaks or spills of hazardous substances, regardless of the quantity of whether indoors or outdoors, shall be stopped and cleaned up immediately and be prevented from entering storm or sanitary sewer systems or contaminating soil or water.
- .2 All spilled substances and materials contaminated by the spill will be collected in leak proof containers or double bagged for disposal off DND property. Disposal shall be in a manner that is acceptable to the local authority having jurisdiction over disposal of such substances.

- .8 Reporting. All releases of hazardous substances into the environment (eg ground, water, drain, sewer systems, ditches, roads, parking areas, etc) shall be reported to the Contract Inspectors soon as possible.

- .9 Inspections. The project site from time to time may be inspected to ensure compliance with federal, provincial and local environmental requirements.

7 SECURITY REQUIREMENT

The Contractor will be required to supply the names of all employees that will require access to 17 Wing and its associated units (sites detailed in the SOA) to the Contract Inspector upon award of this SOA and on a regular basis as employees change. Contractor and its employees working in areas deemed "Restricted" will be required to hold Enhanced Reliability Status or higher. Contractor must also conform to security provisions as set out by Public Works and Government Services (PWGSC) and the Security Requirements Check List (SRCL).

8 CLEANING

- .1 General

- .1 Conduct cleaning and disposal operations to comply with local ordinance and anti-pollution laws.
  - .2 Store volatile waste in covered metal containers and remove from premises at end of each working day.
  - .3 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .2 Materials. Use only materials recommended by manufacturer of surface to be cleaned and as recommended by cleaning material manufacturer.
- .3 Cleaning During Construction
- .1 Provide on site dump containers for collection of waste materials and debris.
  - .2 Dispose of waste materials and debris at designated landfills.
  - .3 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate the building systems.
- .4 Final Cleaning
- .1 Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from interior and exterior finished surfaces including glass and other polished surfaces.
  - .2 Clean lighting reflectors, lenses and other lighting surfaces.
  - .3 Broom clean paved surfaces, rake clean other surfaces of grounds.
  - .4 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

## 9 OPERATION AND MAINTENANCE MANUAL

- .1 Manual. An organized compilation of operating and maintenance data including detailed technical information, documents and Records describing operation and maintenance of individual products or systems as specified in individual sections.
- .2 General
- .1 Assemble, coordinate, bind and index required data into Operation and Maintenance Manual.
  - .2 Submit complete Operation and Maintenance Manual to Inspector upon request.
  - .3 Submit two (2) copies in English.
  - .4 Material: label each section with tabs protected with celluloid covers fastened to hard paper dividing sheets.
  - .5 Type lists and notes.
  - .6 Drawings, diagrams and manufacturers literature must be legible.
- .3 Binders. Binders: vinyl or hard cover, loose leaf, sized for 215 x 280 mm paper.
- .4 Contents
- .1 Each binder:
    - .1 Cover sheet containing:
      - .1 Date submitted.
      - .2 Project title, location and project number.
    - .2 Name and address of Contractor.
    - .3 Table of Contents.
    - .4 Provide data as specified:
      - .1 List of equipment including service depot and supplier.

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- .2 Nameplate information including equipment number, make, size, capacity, model number and serial number.
- .3 Parts listed.
- .4 Installation details
- .5 Operating instructions.
- .6 Maintenance instructions for equipment.
- .7 Shop drawings.
- .8 Product data.

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APPENDIX A TO WSO 06-003 (22-14)	APPENDICE A À l'OPE 06-003 (22-14)
Original Date: 19 Jun 06 Revision Date: 24 Apr 17	Date originale : le 19 juin 2006 Date de révision : le 24 avril 2017

**CFB WINNIPEG / 17 WING VISITOR REQUEST APPLICATION**

INSTRUCTIONS					
This form shall be compiled electronically by the Sponsor. Upon completion, the form shall be forwarded electronically to the Unit Security Supervisor (USS) for review. NOTE: The visitor lists <b>must</b> be submitted in <b>alphabetical order</b> by surname. Failure to properly complete the Application/Visitors List may result in the request being denied.					
SPONSOR INFORMATION					
SN/PRI		Rank		Surname	
Given Name(s)				DOB	
Unit			Position		
Work #			Home #		
Fax #			E-mail Address		
VISIT DETAILS					
Bldg/Area to be Visited:					
Nature of Visit			Access to Classified Materials/Areas	Yes:	No: x
Date of Visit		Time of Visit		Time/Date of Departure	
Escort for Visitor(s) (Rank/Name)				Tel #	
Additional Information: Company name:					
USS REVIEW					
D/USS Approval (Rank/Name)				Tel #	
Upon review/approval, <u>the USS</u> shall submit the approved application and Visitors List, via email only, to 17 MP Flt and Wing Operations Center and must be received a <u>minimum of 2 working days</u> prior to the visit date(s). The USS shall fwd the approved application and Visitor List to the following: <p align="center">TO: <a href="mailto:+17MPFltWinnipeg@forces.gc.ca">+ 17 MP Flt Winnipeg@forces.gc.ca</a>  TO: <a href="mailto:duty-officer@forces.gc.ca">duty-officer@forces.gc.ca</a></p>					
<b>NOTE</b> - All applications requiring access to the Flight Line (including 435 and 402 Sqns) <u>must</u> be approved by 17 W Ops. After USS approval, the USS shall forward these applications to the following email address, for W Ops approval: <p align="center">TO: <a href="mailto:duty-officer@forces.gc.ca">duty-officer@forces.gc.ca</a></p>					
Upon approval, the Wing Operations Centre shall fwd application, via email, to 17 MP Flt at the above mentioned email address.					

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17 WING OPERATIONS REVIEW			
17 MILITARY POLICE FLIGHT			
17 MP Flt Security Section	Approved Not Approved	Rank/Name	
	LIST OF VISITORS ( <u>MUST</u> BE LISTED IN ALPHABETICAL ORDER)		
	Surname	First Name	Initials
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
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**APPENDIX B - 17 Wing**  
**Construction Project Hazard Assessment**  
**(to be completed for ALL work performed by outside contractors)**

**Section A Completed by Contracting Authority - Construction Engineering Contracts Cell**

Project File Name / Number: \_\_\_\_\_

Project Location (Bldg. / Hangar # if applicable) \_\_\_\_\_

Work Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_  
(day/month/year) (day/month/year)

Tendered by: CE Contracts \_\_\_\_\_

CE Contact Person / Phone: \_\_\_\_\_

Contractor Name / Phone: \_\_\_\_\_

Building OPI: \_\_\_\_\_

Brief Description of Work: \_\_\_\_\_

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**Section B Completed by Contractor**

Hazard Identification Assessment and Preventative Measures

Hazards :( Example: Dust from cutting, drilling, sanding etc.)

Preventative Measures Planned or Taken: (Example: Construct Hoarding wall)

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## **Annex Basis of Payment**

It is **MANDATORY** that Bidders submit firm prices/rates for the period of the proposed Standing Offer for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFSO.

Rates quoted must remain firm for the period of the Standing Offer. Rates MUST include ALL Costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing. No additional charges will be allowed for travel to the site.

### **Laid Down Cost**

Is defined as the cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts) plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes sales taxes.

### **Mark Up**

Is defined as the difference between the vendor's laid down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

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<b>FIRM ALL-INCLUSIVE RATES, FOB DESTINATION, GST EXTRA YEAR ONE</b>					
	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>\$ Rates/Hour</b>	<b>Unit Price</b>
<b>PRODUCTIVE LABOUR ONLY (Per Hour)</b>					
<b>1</b>	<b>Journeyman</b>				
a	During regular working hours (0730 -1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekend & Statutory holidays)	7	Hr		
<b>2</b>	<b>Helper</b>				
a	During regular working hours (0730-1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekends & Statutory holidays)	7	Hr		
<b>3</b>	<b>Call Out Rate for Portage La Prairie</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-	5	Lot		

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	productive labour - OUTSIDE REGULAR HOURS				
4	<b>Call Out Rate for Kenora</b>				
	All inclusive round trip call out rate to include all travel expenses and non- productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non- productive labour - OUTSIDE REGULAR HOURS	5	Lot		
5	<b>Call Out Rate for Thunder Bay</b>				
	All inclusive round trip call out rate to include all travel expenses and non- productive labour - DURING REGULAR HOURS	8	Lot		
	All inclusive round trip call out rate to include all travel expenses and non- productive labour - OUTSIDE REGULAR HOURS	8	Lot		
6	<b>Training Sessions</b> - provide a two (2) day user training session	2	Session		

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	for Electrical Shop personnel				
7	<b>Materials and Replacement Parts</b> (except free issue) shall be charged at the Offeror's laid down cost plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the offeror's paid invoices being submitted with invoice to DND.* (Estimated usage: \$5000.00)				
<b>Estimates</b>					
Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be provided or performed at a cost no great than 110% of such estimate.					

<b>FIRM ALL-INCLUSIVE RATES, FOB DESTINATION, GST EXTRA YEAR TWO</b>					
	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>\$ Rates/Hour</b>	<b>Unit Price</b>
<b>PRODUCTIVE LABOUR ONLY (Per Hour)</b>					
1	<b>Journeyman</b>				
a	During regular working hours (0730 -1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekend & Statutory holidays)	7	Hr		
2	<b>Helper</b>				
a	During regular working hours (0730-1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekends & Statutory holidays)	7	Hr		
3	<b>Call Out Rate for Portage La Prairie</b>				

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	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
4	<b>Call Out Rate for Kenora</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
5	<b>Call Out Rate for Thunder Bay</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour	8	Lot		

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	- DURING REGULAR HOURS				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	8	Lot		
6	<b>Training Sessions</b> - provide a two (2) day user training session for Electrical Shop personnel	2	Session		
7	<b>Materials and Replacement Parts</b> (except free issue) shall be charged at the Offeror's laid down cost plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the offeror's paid invoices being submitted with invoice to DND.* (Estimated usage: \$5000.00)				

**Estimates**

Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be provided or performed at a cost no great than 110% of such estimate.

FIRM ALL-INCLUSIVE RATES, FOB DESTINATION, GST EXTRA OPTION YEAR ONE					
	Description	Estimated Quantity	Unit of Issue	\$ Rates/Hour	Unit Price
<b>PRODUCTIVE LABOUR ONLY (Per Hour)</b>					
1	<b>Journeyman</b>				
a	During regular working hours (0730 -1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekend &	7	Hr		

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	Statutory holidays)				
<b>2</b>	<b>Helper</b>				
a	During regular working hours (0730-1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekends & Statutory holidays)	7	Hr		
<b>3</b>	<b>Call Out Rate for Portage La Prairie</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
<b>4</b>	<b>Call Out Rate for Kenora</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call	5	Lot		

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	out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS				
5	<b>Call Out Rate for Thunder Bay</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	8	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	8	Lot		
6	<b>Training Sessions</b> - provide a two (2) day user training session for Electrical Shop personnel	2	Session		
7	<b>Materials and Replacement Parts</b> (except free issue) shall be charged at the Offeror's laid down cost plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the offeror's paid invoices being submitted with invoice to DND.* (Estimated usage: \$5000.00)				
<b>Estimates</b> Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be provided or performed at a cost no great than 110% of such estimate.					

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<b>FIRM ALL-INCLUSIVE RATES, FOB DESTINATION, GST EXTRA OPTION YEAR TWO</b>					
	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>\$ Rates/Hour</b>	<b>Unit Price</b>
<b>PRODUCTIVE LABOUR ONLY (Per Hour)</b>					
<b>1</b>	<b>Journeyman</b>				
a	During regular working hours (0730 -1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekend & Statutory holidays)	7	Hr		
<b>2</b>	<b>Helper</b>				
a	During regular working hours (0730-1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekends & Statutory holidays)	7	Hr		
<b>3</b>	<b>Call Out Rate for Portage La Prairie</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses	5	Lot		

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	and non-productive labour - OUTSIDE REGULAR HOURS				
<b>4</b>	<b>Call Out Rate for Kenora</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
<b>5</b>	<b>Call Out Rate for Thunder Bay</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	8	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	8	Lot		
<b>6</b>	<b>Training Sessions</b> - provide a two (2) day user	2	Session		

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	training session for Electrical Shop personnel				
7	<b>Materials and Replacement Parts</b> (except free issue) shall be charged at the Offeror's laid down cost plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the offeror's paid invoices being submitted with invoice to DND.* (Estimated usage: \$5000.00)				
<b>Estimates</b> Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be provided or performed at a cost no great than 110% of such estimate.					

FIRM ALL-INCLUSIVE RATES, FOB DESTINATION, GST EXTRA OPTION YEAR THREE					
	Description	Estimated Quantity	Unit of Issue	\$ Rates/Hour	Unit Price
<b>PRODUCTIVE LABOUR ONLY (Per Hour)</b>					
1	<b>Journeyman</b>				
a	During regular working hours (0730 -1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekend & Statutory holidays)	7	Hr		
2	<b>Helper</b>				
a	During regular working hours (0730-1600)	55	Hr		
b	Outside regular working hours (Mon thru Fri)	14	Hr		
c	Outside regular working hours (weekends &	7	Hr		

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	Statutory holidays)				
<b>3</b>	<b>Call Out Rate for Portage La Prairie</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
<b>4</b>	<b>Call Out Rate for Kenora</b>				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - DURING REGULAR HOURS	5	Lot		
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	5	Lot		
<b>5</b>	<b>Call Out Rate for Thunder Bay</b>				
	All inclusive round trip call out rate to include all	8	Lot		

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	travel expenses and non-productive labour - DURING REGULAR HOURS				
	All inclusive round trip call out rate to include all travel expenses and non-productive labour - OUTSIDE REGULAR HOURS	8	Lot		
6	<b>Training Sessions</b> - provide a two (2) day user training session for Electrical Shop personnel	2	Session		
7	<b>Materials and Replacement Parts</b> (except free issue) shall be charged at the Offeror's laid down cost plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the offeror's paid invoices being submitted with invoice to DND.* (Estimated usage: \$5000.00)				
<b>Estimates</b> Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be provided or performed at a cost no great than 110% of such estimate.					

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## **Annex Security Requirements Check List**



Contract Number / Numéro du contrat W4M00-21-C177
Security Classification / Classification de sécurité UNCLAS

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DND</b>		2. Branch or Directorate / Direction générale ou Direction <b>RP OPD DET WINNIPEG</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail Repairs, Installation and Maintenance to Intrusion Alarms within various 17 Wing Facilities.		
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"/>	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"/>



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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : Escort will be provided for certain areas/buildings when required.

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



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / 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?  No /  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non /  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No /  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non /  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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## Annex Standing Offer Usage Reporting

Return to: Nancy Baessler  
Public Works and Government Services Canada  
Acquisition Branch  
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

### Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:  
STANDING OFFER NO:  
DEPARTMENT OR AGENCY:

Reporting Period:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [ ]

### PREPARED BY:

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_