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PWY-2-45016

Buyer ID - Id de l'acheteur PWY031

CCC No./N° CCC - FMS No./N° VME

REQUEST FOR STANDING OFFER (RFSO)

General Construction SOA for the Department of National Defence (DND) CFB Esquimalt, Victoria, BC

IMPORTANT NOTICE TO OFFERORS

See recently adopted changes

Suppliers are required to submit offers electronically using the Canada Post CPC Connect application for the subject RFSO. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

Please refer to GI06 Submission of offer for additional details.

Faxed and hard copy (submitted in person or via mail/courier) offers will NOT be accepted for the subject RFSO.

SI10 Security Clearance Requirements has changed

SI11 COVID-19 Vaccination Requirement and Certification has been added

SC03 COVID-19 Vaccination Requirement Certification Compliance

APPENDIX 8 - COVID-19 Vaccination Requirement Certification has been added

THIS DOCUMENT CONTAINS A SECURITY CLEARANCE REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI10, "Security clearance requirements" and "Supplementary Conditions" SC01 Security clearance requirements.

CONTRACT SECURITY

The Offeror could be asked to provide Contract Security on call-ups. See SC04.

ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to SC05 Transition to an e-Procurement Solution (EPS).

LISTING OF SUBCONTRACTORS/SUPPLIERS

Take note that "Listing of Subcontractors and Suppliers" has been amended. See GI05 of the General Instructions.

ENQUIRIES:

Janie Leung, Supply Specialist Phone: 778-919-3273 Email: Janie.Leung@pwgsc.gc.ca

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2016-04-04) Integrity provisions—Offer

- The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at <u>Ineligibility and</u> <u>Suspension Policy</u>.
- 2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement"; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification.

GI02 (2014-03-01) Completion of offer

- 1. The offer shall be
 - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
 - b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;

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d. signed by a duly authorized representative of the Offeror; and

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- e. accompanied by
 - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- 2. Subject to paragraph 6) of Gl08, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
- 4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS 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.

GI03 (2015-02-25) Identity or legal capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (2015-02-25) Applicable Taxes

"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.

GI05 Listing of Subcontractors/Supplier

(Applicable on call-ups)

The Offeror must submit the names of Subcontractors/Supplier for the part or parts of the Work listed. See ANNEX D. Failure to do so will result in the disqualification of its bid.

GI06 (2014-03-01) Submission of offer

GI06 Submission of offer is modified as follows:

- 1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.
- 2. It is the Offeror's responsibility to:
 - a. submit an offer, duly completed, in the format requested, on or before the solicitation closing date and time set;

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- b. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- c. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Offer; and
- d. provide a comprehensive and sufficiently detailed Offer that will permit a complete evaluation in accordance with the criteria set out in this RFSO.
- e. send its Offer only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, by electronic CPC Connect submission.

3. ELECTRONIC Offer Submission by CPC Connect service

- Offers must be submitted by using the <u>CPC Connect service</u> provided by Canada Post Corporation. Faxed and hard copy offers (submitted in person or via mail/courier) will not be accepted for the subject RFSO.
- b. The only acceptable email address to use with CPC Connect for responses to solicitation issued by PWGSC is:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, as detailed in c., or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.

- c. To submit an offer using CPC Connect service, the Offeror must either:
 - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the offer solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
- d. If the Offeror sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror order to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- e. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- g. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- h. For offers transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the CPC Connect service;

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- iii. incompatibility between the sending and receiving equipment;
- iv. delay in transmission or receipt of the offer;
- v. failure of the Offeror to properly identify the offer;
- vi. illegibility of the offer;
- vii. security of offer data; or,
- viii. inability to create an electronic conversation through the CPC Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the Offeror using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A offer transmitted by CPC Connect service constitutes the formal offer of the Offeror.
- 4. The technical and price components of the offer must be submitted in separate sections as follows:
 - a. The offer should be submitted following a "two-section" procedure of which is to include a technical and financial offer.
 - b. The Technical Offer, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One Technical Offer;
 - Solicitation Number; and
 - Name of Offeror.
 - c. The Price Proposal Form and associated document(s), the Financial Offer, should be provided in a separate section with the following information clearly provided:
 - Section Two Financial Offer;
 - Solicitation Number; and
 - Name of Offeror.
- 5. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
- 6. Offers and supporting information may be submitted in either English or French.
- 7. Unless otherwise specified in the Special Instructions to Offerors:
 - a. the offer shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

GI07 (2010-01-11) Revision of offer

 An offer submitted in accordance with these instructions may be revised by CPC Connect provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.

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2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

- 3. A letter submitted to confirm an earlier revision should be clearly identified as a confirmation.
- 4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI08 (2014-09-25) Rejection of offer

- 1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
- 2. Without limiting the generality of paragraph 1) of GI08, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
- 3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI08, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
- 4. Without limiting the generality of paragraphs 1), 2) and 3) of GI08, Canada may reject any offer based on a unfavorable assessment of the;
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
- 5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI08, other than subparagraph 2)(a) of GI08, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

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6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI09 (2015-02-25) Offer costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI10 (2020-05-28) Procurement Business Number

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <u>https://buyandsell.gc.ca/forbusinesses/selling-to-the-government-of-canada/register-as-a-supplier</u>.

GI11 (2013-04-25) Compliance with applicable laws

- 1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
- 2. For the purpose of validating the certification in paragraph 1) of GI11, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3. Failure to comply with the requirements of paragraph 2) of GI11 shall result in disqualification of the offer.

GI12 (2010-01-11) Performance evaluation

- Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Offeror's performance be considered unsatisfactory, the Offeror's offering privileges on future work may be suspended indefinitely.
- The form <u>PWGSC-TPSGC 2913</u>, SELECT Contractor Performance Evaluation Report Form, is used to record the performance.

GI13 (2011-05-16) Conflict of interest—unfair advantage

- 1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an

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offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI14 (2016-04-04) Code of Conduct for Procurement—offer

The <u>Code of Conduct for Procurement</u> provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for *Procurement*. Failure to comply with the Code of Conduct for Procurement may render the offer non-responsive.

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SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

- 1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
- 2. It is PWGSC's intention to authorize up to two (2) Standing Offers, each for a period of three (3) years, with the option to extend by two additional consecutive twelve (12) month periods. The total dollar value of all Standing Offers for the three (3) period is estimated to be \$10,500,000.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$100,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 OFFER DOCUMENTS

- 1. The following are the Offer Documents:
 - a. Request for Standing Offer Page 1;
 - b. General Instructions to Offeror's- Construction Services
 - c. Special Instructions to Offerors;
 - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address Janie.Leung@tpsgc-pwgsc.gc.ca. Enquiries should be received no later than (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this offer sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non- compliant.

SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI05 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in

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part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI06 SITE VISIT

There is no scheduled site visit.

SI07 REVISION OF OFFER

An offer may be revised by CPC Connect in accordance with "General Instructions to Offerors – Construction Services to Offerors".

SI08 OFFER VALIDITY PERIOD

- 1. The offer cannot be withdrawn for the period of 180 days following the RFSO closing date.
- 2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
- 4. If the extension referred to in paragraph 2 of SI08 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
- 5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

SI09 RIGHTS OF CANADA

- 1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI10 SECURITY CLEARANCE REQUIREMENTS

1. Application For Registration (AFR) form for Canadian legal entities

All offerors **must** provide a duly completed **AFR** with their offer. Failure to comply with this requirement may result in the offer being declared non-compliant. The AFR (Appendix 9) form and instructions are included in Appendices attached to this RFSO.

2. Before issuance of a standing offer, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions.

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- 3. The successful Offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.
- 4. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 5. For additional information on security requirements, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

SI11 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to 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 (Appendix 8), to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

SI12 BID CHALLENGE AND RECOURSE MECHANISMS

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

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

SI13 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell https://www.achatsetventes-buyandsell.gc.ca

Canadian economic sanctions http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf

Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Industrial Security Services http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html

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PWGSC, Code of Conduct and Certifications http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html

Declaration Form <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html</u>

Performance Bond (form PWGSC-TPSGC 505) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Trade agreements <u>https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements</u>

SI14 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT – REAL PROPERTY CONTRACTORS

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493).

Upon request, Canada will provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below: http://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/pst-501-real-property-contractors.pdf

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CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1. The following are the "call up" contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC1	0 Insurance	R2900D	(2008-05-12);
Allov	vable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supp	blementary Conditions		

- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>
- 3. The language of the contract documents is the language of the Price Proposal Form submitted.

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STANDING OFFER PARTICULARS (SOP)

SOP01 GENERAL

- 1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
- 2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Technical Authority may request such services, in accordance with the conditions listed at subsection 3 below.
- 3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 Period of the Standing Offer

The period for placing call-ups against the Standing Offer shall be for for three (3) years commencing from the start date identified on the Standing Offer.

The Offeror hereby grants to Canada two (2) irrevocable options to extend the term of the Standing Offer each for an additional consecutive twelve (12) month period, under the same terms and conditions as contained in the Standing Offer. It is to be noted that Canada is not obliged to exercise any of these two (2) options. The exercise of any option will be at Canada's sole discretion, by providing notification in writing to the Contractor at least thirty (30) days prior to the Contract expiry date or the expiry date of an exercised option period.

SOP03 Call-up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$100,000.00 (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

SOP04 Call-up Procedure

- 1. Services will be called-up as follows:
 - a. Departmental Representative will establish the work requirements to be provided. For each individual callup a proportional distribution process will be used to consider the Offeror's ranking.
 - b. Total lowest pricing received in the Proposals as indicated in Appendix 5 "Evaluation procedures or basis of selection" will determine retained Offeror's. Lowest pricing will qualify as first ranked Offeror, second lowest will qualify as second and so on. The work distribution will be of 60% of the business for the top ranked offeror and 40% for the 2nd ranked offeror. In the event fewer than 2 offerors are successful or that one withdraws following the Standing Offer's attribution, the undistributed % of business will be redistributed amongst the one offeror.
 - c. The Offeror who is furthest under their respective work distribution percentage in relation to the other Offerors will be selected for the next call-up.

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- d. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
- 2. The Offeror will be authorized in writing by the Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form <u>2829</u>. See Annex E

SOP05 STANDING OFFER RESPONSIBLES

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Contracting Authority is:

Name : Janie Leung

Title : Supply Specialist

Department : Public Works and Government Services Canada

Division : Procurement Branch – Real Property Contracting

Telephone : 778-919-3273

e-mail : Janie.Leung@pwgsc-tpsgc.gc.ca

The Departmental Representative represents the Department or Organisation for which the works are executed within a call-up. The Departmental Representative is responsible for all technical related questions regarding call-ups.

Standing Offer Departmental Representative is: (to be inserted at offer award)

Name :
Title :
Department :
Division :
Telephone :
e-mail :
The selected Offeror for the standing offer is : (to be inserted at offer award)
Name :
Contact :
Address :

Telephone : _____- _ ____-

e-mail : _____

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SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- 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 Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, 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 A
 - (b) Contract Security Manual (Latest Edition).

SC02 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

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The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC03 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE

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

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

SC04 CONTRACT SECURITY

Subsequent Call-ups may require that the Contractor provide contract security as described in clause R2890D of the Standard Acquisition Clauses and Conditions (SACC) manual. The clause can be consulted here; https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8 Also consult SOP03 Call-up Limitation for maximum Contract Security that could be asked for.

SC05 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)

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

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

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

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APPENDIX 1 - PRICE PROPOSAL FORM

BA01 IDENTIFICATION

General Construction SOA for the Department of National Defence (DND) CFB Esquimalt, Victoria, BC

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name:				
Address:				
Telephone:		Fax:	PBN:	
E-mail				
address:				
Contract Securit	y Program Organisation N	lumber		
(when required)				

BA03 THE OFFER

The offeror agrees to perform the work in accordance with the Unit Price Schedule of this Standing Offer Agreement.

- 1. Each item specified in the Price Schedules includes wages, allowances, supervision, liabilities as employer, insurance, and the use of all tools, etc., overhead, profit and all other liabilities whatsoever.
- 2. Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- 3. The prices inserted in the Price Schedules of this Offer include all applicable federal, provincial, and municipal taxes.
 - However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - 2. Payment by Canada for the Offeror's own special equipment not covered by the Price Schedules and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower. Equipment that is common for a tradesperson to have are not to be marked up. (ie. basic power tools, power cords, ladders, etc.)
 - 3. Pricing

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;

.6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

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PRICES

The Offeror agrees that the following are the prices referred to above:

TIME TYPE	TIME FRAME	CALL BACK WITHIN	ON SITE WITHIN (or time as agreed upon by Site Authority)
REGULAR (REG)	7:30-16:30 Monday to Friday	24 Hours	48 Hours
OVERTIME (OT)	16:31 to 07:29 Monday to Friday, and Saturday, Sunday and Holidays	24 Hours	36 Hours
EMERGENCY	24/7/365	1 Hour	2 Hours

REGULAR FIRM LABOUR RATES 07:30-16:30 Monday – Friday. Direct productive labour used exclusively in work. (tradesperson, tools, supervision included in the rate)

Category	Year 1, 2, &		& 3	Option Year 1		Option Year 2		ear 2	
Trade	Est Hrs	Firm \$/hr	Extension	Est Hrs	Firm \$/hr	Extension	Est Hrs	Firm \$/hr	Extension
Journeyman Carpenter	10000	\$	\$	3500	\$	\$	3500	\$	\$
Apprentice/Trades Helper	2000	\$	\$	700	\$	\$	700	\$	\$
General Labourer	7500	\$	\$	2500	\$	\$	2500	\$	\$
Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates.	\$250,000	*%	\$	\$80,000	*%	\$	\$80,000 *	%	\$
Contractor's Mark Up on Rental Equipment	\$10,000	*%	\$	\$3,500 *	%	\$	\$3,500 * _	%	\$
Contractor's Mark Up on unspecified labour.	\$500,000	*%	\$	\$150,000) *%	\$	\$150,000	*%	\$
	Total Yea 1, 2 & 3 (/		\$	Option \ (B)	(ear 1	\$	Option Y (C)	ear 2	\$

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OVERTIME FIRM LABOUR RATES 16:31-07:29 Monday - Friday and firm rates for Saturdays, Sundays and Holidays

Category	Year 1, 2, & 3			Option Year 1			Option Year 2		
Trade	Est Hrs	Firm \$/hr	Extension	Est Hrs	Firm \$/hr	Extension	Est Hrs	Firm \$/hr	Extension
Journeyman Carpenter	600	\$	\$	200	\$	\$	200	\$	\$
Apprentice/Trades Helper	300	\$	\$	100	\$	\$	100	\$	\$
General Labourer	750	\$	\$	250	\$	\$	250	\$	\$
Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates.	\$15,000 *	%	\$%	\$5,000 * <u>.</u>	%	\$	\$5,000 *_	%	\$
Contractor's Mark Up on Rental Equipment	\$750 * <u>-</u>	%	\$	\$250 *	%	\$	\$250 *	%	\$
Contractor's Mark Up on unspecified labour	\$30 000	*%	\$	\$10,000	*%	\$	\$10,000 *	%	\$
	Total Yea 1, 2 & 3 (I		\$	Option \ (E)	(ear 1	\$	Option Yo (F)	ear 2	\$

EMERGENCY FIRM LABOUR RATES Anytime as requested

Category	Year 1, 2, & 3		Option Year 1			Option Year 2			
Trade	Est. Hrs.	Firm \$/hr	Extension	Est. Hrs.	Firm \$/hr	Extension	Est. Hrs.	Firm \$/hr	Extension
Journeyman Carpenter	300	\$	\$	100	\$	\$	100	\$	\$
Apprentice/Trades Helper	300	\$	\$	100	\$	\$	100	\$	\$
General Labourer	300	\$	\$	100	\$	\$	100	\$	\$
Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates.	\$15,000	*%	\$	\$5,000 *	%	\$	\$5,000 + _	%	\$

Solicitation No N° de l'i W684Q-220182/A	nvitation			iyer ID - Id de l'ache WY031		
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Contractor's Mark Up on Rental Equipment	\$1,500 *%	\$	\$500 *%	\$	\$500 *%	\$
Contractor's Mark Up on unspecified labour	\$30 000 *%	\$	\$10,000 *%	\$	\$10,000 *%	\$
	Total Year 1, 2, & 3 (G)	\$	Option Year 1 (H)	\$	Option Year 2 (I)	\$

TOTAL EVALUATED PRICE (A+B+C+D+E+F+G+H+I) = \$_____

Estimated usages are for the purpose of comparative evaluation of the offers only, and do not express or imply any obligation on the part of Her Majesty to order any or all of the work or materials listed herein.

BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of one hundred and eighty (180) days following the date of solicitation closing.

BA05 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

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APPENDIX 2 - INTEGRITY PROVISIONS – LIST OF NAMES

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u> dated 2016-04-04)

List of names:

All Offerors, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Offerors that are corporate entities, including those offering as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Offerors offering as sole proprietors, including sole proprietors offering as joint ventures, must provide a complete list of the names of all owners; or
- Offerors that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Offers is completed, or has not been received in a procurement process or real property transaction where no Offer will be submitted, the Contracting Authority will inform the Offeror of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render an Offer non-responsive, or the Offeror otherwise disqualified for award of a contract or real property agreement.

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APPENDIX 3 - SCOPE OF WORK

GENERAL:

The requirement is for: A Regional Individual Standing Offer to provide The Department of Defence (DND) with a General repair/maintenance/renovation Standing Offer [SO] through "Public Service Procurement Canada" [PSPC) in the Victoria, BC Area. The work will be performed by call-up on an "As and when requested" basis for DND.

1. DESCRIPTION OF WORK:

1.1 Work under this Standing Offer covers the supply of all labour, material, equipment, transportation and supervision required the perform repairs and maintenance on various types of DND infrastructure. The following trades may be required to provide service (not limited to):

- Carpentry
- Concrete
- Masonry
- Tile
- Flooring
- Electrical
- Alarm tech [fire]
- Painting
- Drywall
- Plumbing
- Gas fitter
- Refrigeration [HVAC]
- Millwright (Metal Fabrication)
- Trade helper/apprentice

2. LOCATION OF WORK:

2.1 This work could be requested by the DND SITE AUTHORITY at any of the following locations listed below in the Victoria area:

a) CFB Esquimalt including Dockyard, Signal Hill, Naden, Colwood, Rocky Point, Albert Head, Belmont Park,

Heals Range, Munroe Head, Mary Hill, Pat Bay, Royal Roads, Work Point, and Yarrows;

- b.) Bay Street Armouries 715 Bay St. Victoria, BC
- c.) Ashton Armouries 724 Vanalman Ave. Victoria, BC
- d.) HMCS Malahat 20 Huron St. Victoria, BC

3. WORK SCHEDULE:

3.1 Prior to commencing any work, the contractor will provide the SITE AUTHORITY with a schedule showing the anticipated progress stages and final completion date.

3.2 Interim reviews of work progress, based on the submitted schedule will be conducted by the SITE AUTHORITY and the schedule updated by the contractor based on the review.

4. DEFINITIONS:

- SITE AUTHORITY: The term "SITE AUTHORITY", where it appears in these specifications, shall mean the Real Property Operations (Pacific), (RPO(P)) or a designated representative, who will make regular inspections and be available to ensure the specifications are observed.

- CONTRACTOR: The individual, partnership, sole proprietorship, or corporation executing the proposed contract.

- PRIME CONTRACTOR: The contractor awarded the work and who has the permission of the SITE \ AUTHORITY to sub-contract. When sub-contracting they are reasonable to DND for controlling and directing the work on the site for themselves, their employees and their sub-trades. The PRIME CONTRACTOR will be responsible for all on-site co-ordination including occupational health and safety issues. They will ensure that they

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comply with the federal or provincial OH&S laws governing the subject work. The PRIME CONTRACTOR must also ensure that all their sub-contractors do likewise.

- CONTRACT COORDINATOR: A RPO(P) representative (Site Authority) who will make periodic inspections and will be available to give advice and direction to ensure the specifications are observed and assist with the interpretation of the specifications.

5. CONTRACTORS USE OF THE SITE:

- 5.1 Access to and from the work site must be coordinated through the SITE AUTHORITY and is subject to:
 - a.) Traffic regulations established by DND;
 - b.) Security regulations established by DND; and
 - c.) Operations.

5.2 The contractor at the request of the SITE AUTHORITY shall provide a list of all employees on the site.

5.3 The contractor must not encumber the site with materials or equipment.

5.4 At the direction of the SITE AUTHORITY, the contractor must promptly remove any material or equipment that interferes with access or operations.

5.5 Use of DND facilities by the contractor is not permitted unless otherwise indicated or approved of in writing by the SITE AUTHORITY.

6. REFERENCES AND CODES:

6.1 Perform all work in accordance with the applicable National, Provincial, Regional or Local Code, Regulation, Legislation or Directive. Including all amendments and all governing agencies for individual trades and other codes of provincial or local application provided that in case of conflict or discrepancy, the more stringent requirements apply.

6.2 Observe and enforce construction safety measures required by National Building Code, 1995, Part 8, British Columbia Provincial Government, Workers' Compensation Board, and Municipal statutes and authorities.

6.3 Ensure compliance with the standards of Part II, Canada Labor Code, and the Occupational Health and Safety Regulations as well as compliance with the Workers' Compensation Act, Work safe BC and any other regulations or legislation having to do with the prevention of accidents, the prevention of diseases, and the provision of safe working conditions including proper safety equipment, lighting, and ventilation.

6.4 In the event of conflict between an Act, Regulation, or Code, the most stringent provision applies.

7. CONTRACTORS RESPONSIBILITIES:

7.1 As per Sub-paragraph 125 (1)(I) of the Canada Labour Code, Part II; the contractor is required to provide, be in possession of, and to ensure all personnel make proper use of equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) required for the contracted work.

7.2 The Contractor will observe and enforce all fire regulations as set down by the Base Fire Chief, and shall not store any flammable substances on site.

7.3 The Contractor shall at all times provide and maintain an adequate and suitable means of protecting and saving the building and contents from damage or defacement during the course of the work; i.e., barriers, drop cloths, tarpaulins, fire extinguishers, etc.

7.4 The Contractor is responsible for the safety of persons and property on the work site and the protection of federal employees and the general public circulating adjacent to work site operations to extent that they may be affected by conduct of work.

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7.5 The Contractor is to enforce compliance by workers and other persons granted access to work site with all safety requirements applicable under the federal, provincial, and local statues, regulations, and ordinances, and with the Contractor's Health and Safety Program.

7.6 Should a safety related hazard or condition become evident during the performance of work, the contractor shall;

- a.) Immediately take measures to rectify the situation and prevent damage or harm.
- b.) Advise the SITE AUTHORITY verbally and in writing of the incident.

7.7 Contractors are required to be aware of the known hazardous substances and/or conditions and are to include the mitigation costs in their price for each call up and all work associated with in and around the hazards.

7.8 Contractors working on or in federally owned or leased premises and or properties acknowledge and accept responsibility for compliance with the appropriate provincial health and safety regulatory instruments.

7.9 When acting as a PRIME CONTRACTOR the contractor accepts the responsibility for ensuring that (s)he, and all subcontractors will comply with provincial or federal regulatory instruments, as appropriate.

8. SUB-CONTRACTORS:

8.1 Sub-contracting is permitted under the terms of the contract. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. When they do so they are then acting as the PRIME CONTRACTOR will all the inherent responsibilities.

8.2 The Contractor must obtain the prior consent in writing of the SITE AUTHORITY. The SITE AUTHORITY may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.

8.3 Subcontracting does not relieve the PRIME CONTRACTOR from fulfilling any of its obligations under the terms of the Contract nor impose any liability upon Canada from a subcontractor.

8.4 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.

9. LIABILITY:

9.1 The Contractor is liable for any damage caused by, its employees, subcontractors, or agents to Canada or any third party.

9.2 Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.

9.3 The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

10. CERTIFICATION:

10.1 Tradespersons working under this contract must hold a valid trade ticket with a Red Seal, Inter Provincial or BC designation for the work being performed.

10.2 The trade certification and/or level of experience of the person providing the service must be appropriate for the work being performed.

10.3 All trades helpers, apprentices or laborers must be supervised by a tradesperson fully qualified and experienced in the work being performed.

11. ACCIDENT REPORTING:

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11.1 Investigate and report incidents and accidents as required by the Workers Compensation Act of British Columbia, and the Regulations made pursuant to the Act.

11.2 Provide to the SITE AUTHORITY a copy of incident / accident investigation reports within 3 working days.

11.3 For the purpose of this contract, immediately notify the SITE AUTHORITY of incidents and accidents that involve:

- a.) A resulting injury that may require medical aid;
- b.) Exposure to toxic chemicals or substances;
- c.) Property damage; and
- d.) Interruption to DND operations.

11.4 In the investigation and reporting of incidents and accidents, the Contractor is required to respond in a timely fashion to correct the action that was deemed to have caused the incident and/or accident and advise in writing on the action taken to prevent a reoccurrence of the incident and/or accident.

12. SITE AUTHORITY: The Site Authority shall have the following rights;

12.1 Authority to decide whether any part of the work has been performed to the level of quality specified in the Contract;

12.2 Authority to question, accept or reject the quality and quantity of any labor or material used in the execution of the work;

12.3 Authority to question the timing or scheduling of the various phases of the work.

12.4 Authority to increase or decrease the scope of work in accordance with the terms and conditions; and

12.5 Authority to inspect, accept or reject work done by the contractor.

12.6 The contractor and sub trades, must at all times during the servicing of the Contract/Standing Offer, hold a valid Designated Organization Screening, issued by the Canadian and International Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

12.7 The SITE AUTHORITY for this contract is: Real Property Operations (Pacific) Box 17000, Stn forces CFB Esquimalt. Victoria, BC. V9A 7N2 Ph: 250 893-8003 Fx: 250 363-5324 Email: trent.miller@forces.gc.ca

Correspondence unless otherwise specified shall be sent to: Real Property Operations (Pacific) Box 17000, Stn Forces CFB Esquimalt Victoria, BC V9A 7N2 Attn: Contracts

Invoices are to be sent electronically to <u>CFBESQBCEOCONTRACTS@Forces.gc.ca</u>

13. ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING:

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13.1 Execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with SITE AUTHORITY, to facilitate execution of work.

14. EXISTING SERVICES:

14.1 Notify SITE AUTHORITY and utility companies of intended interruption of services and obtain required permissions or permits prior to any shut-down, closure or interruption in service or access.

14.2 Where the work involves modifications of or connections to existing services, the contractor is to give the SITE AUTHORITY, 10 working days of notice for necessary interruption of service throughout course of work.

14.3 The work must be implemented in a manner that minimises the duration and number of interruptions but still maintains safety.

14.4 Interruptions may be done after normal working hours or on weekends, only with the approval of the SITE AUTHORITY.

14.5 Implement safe work procedures around open excavations, as per the governing safety authority. Maintain safe access for pedestrian and vehicular traffic.

15. WORK IN BUILDINGS OR ACCESS AREAS:

15.1 Execute work with least possible interference or disturbance to occupants, public, and normal use of premises.

15.2 Arrange with SITE AUTHORITY to facilitate execution of work.

15.3 Where security has been reduced by work of contract, provide temporary means to maintain security.

15.4 Provide temporary dust screens, barriers, and warning signs in locations where renovation and alteration work is adjacent to areas used by the Public or Government staff.

15.5 Provide pedestrian barricade or/and warning tape to mark perimeter of work areas directed by SITE AUTHORITY.

16. SMOKING:

16.1 Comply with Base smoking restrictions. Smoking is not allowed in any DND Building it is only allowed in designated smoking areas.

17. PERMITS:

17.1 Obtain permits, licenses and compliance certificates at appropriate times and frequencies as required by the authorities having jurisdiction.

17.2 Post all permits, licenses and compliance certificates on work site and provide copies to the SITE AUTHORITY.

18. SANITARY FACILITIES:

18.1 Permanent facilities may be used only with the approval of SITE AUTHORITY.

19. PARKING:

19.1 Parking Space may be made available on site for Contractor's work vehicles only. The Location and number of spaces used as directed by SITE AUTHORITY. 20. POWER AND WATER SUPPLY:

20.1 DND may provide, free of charge, temporary electric power and water for construction purposes.

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20.2 Supply of temporary services to the contractor is subject to DND requirements and may be discontinued by the SITE AUTHORITY at any time without notice.

20.3 The SITE AUTHORITY will determine delivery points and quantitative limits.

20.4 The SITE AUTHORITY's written permission is required before any connection is made.

20.5 All Connections to existing supply must be made in accordance with appropriate Code.

21. SIGNS OR NOTICES:

21.1 Only signs and notices for hazard, safety, or instructions are permitted on the work site.

21.2 The format, location, and quantity of site signs and notices to be approved by SITE AUTHORITY.

21.3 Signs and notices for safety or instruction are to be in both official languages or commonly understood graphic symbols.

22. FIRE SAFETY: Contractors and their personnel shall be familiar with this section and its requirements.

22.1 When required, the SITE AUTHORITY shall coordinate arrangements for the Contractor to be briefed on Fire Safety by the Fire Chief before any work is commenced.

22.2 Contractors and their personnel shall know the location of nearest fire alarm box and telephone including the emergency telephone number.

22.3 Report immediately all fire incidents to the Fire Department as follows;

a.) Activate nearest fire alarm box; or Telephone Local9-911 (NANAIMO MILITARY CAMP AREAS). Telephone Local 5060 (CFMETR AREAS);

b.) The person activating the fire alarm box shall remain at the box to direct Fire Department to scene of fire; and

c.) When reporting a fire by telephone, give the location of fire, name or number of building, and be prepared to verify the location.

22.4 Interior and Exterior Fire Protection and Alarm Systems Fire protection and alarm systems shall not be;

- a.) Obstructed;
- b.) Shut off; or
- c.) Left inactive

22.5 At the end of each working day the Fire protection and alarm systems shall returned to service unless authorized in writing by the Fire Chief or the SITE AUTHORITY.

22.6 Fire hydrants, standpipes, and hose systems shall not be used for other than firefighting purposes unless authorized by the Fire Chief or the SITE AUTHORITY.

22.7 The Contractor shall supply 20 lb. ABC fire extinguishers to protect in an emergency the work in progress and the Contractor's physical plant on site.

22.8 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, erecting of barricades, and the digging of trenches.

23. RUBBISH, WASTE MATERIAL, GARBAGE AND CONSTRUCTION DEBRISE:

23.1 The burning of rubbish, waste material, and garbage or construction debris on DND property is prohibited.

23.2 All rubbish, waste material, garbage or construction debris shall be removed from the work site at the end of the

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work day or shift by the contractor.

23.3 Using DND solid waste containers to dispose of rubbish, waste material, garbage or construction debris generated by the contractor during the course of the work is prohibited unless authorized by the SITE AUTHORITY in writing.

24. HAZARDOUS SUBSTANCES:

24.1 If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety, or health, work shall be in accordance with the National Fire Code of Canada.

24.2 The Fire Chief is to be advised and a "Hot Work" permit issued in all cases involving welding, burning, or the use of blow torches and salamanders in buildings or facilities.

24.3 Special precautions are necessary to safeguard life and property from damage by fire and explosives.

24.4 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers equipped with sufficient fire extinguishers shall be provided. The determination of dangerous and hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief.

24.5 Contractors are responsible for providing a fire watch service for their work on a scale established and in conjunction with the Fire Chief.

END

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APPENDIX 4 – QUALIFICATION FORM – MANDATORY CRITERIA

Canada reserves the right to verify the information provided and to confirm the certifications. Failure by the Bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the Bidder being disqualified and no further consideration being given.

The requested certifications should be submitted with the bid but may be submitted afterwards. If any of the required certifications is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications within the time frame specified will render the bid non-responsive and given further consideration.

MANDATORY EVALUATION CRITERIA	MET (Check the box below if you have met the requirement)
1) Offerors must provide copies of a minimum of five (5) red seal certified carpenters who are full time employees, and have worked for the offeror for a minimum of six months.	

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APPENDIX 5 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. EVALUATION PROCEDURES

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the information provided as per:
 - Appendix 1 Price Proposal Form
 - Appendix 2 Integrity Provisions List of Names
 - Appendix 4 Qualification Form Mandatory Criteria
 - Appendix 8 Covid-19 Vaccination Requirement Certification
 - Appendix 9 APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

2. BASIS OF SELECTION

- 2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the Request for Standing Offers (RFSO);
 - b. meet all mandatory technical criteria;
 - c. submit firm rates for all categories in the Price Proposal Form; and
 - d. have a price no greater than 1.25% times the average bid prices. When there are three or more responsive offers, an average price is determined by adding all the price offers together and dividing the total by the number of price offers being opened. This calculation will not be conducted when one or two responsive offers are received.

All price offers which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

- 2.2 Offers that do not meet all of the above: (a), (b), (c) and (d), will be declared non-responsive.
- 2.3 The responsive offers with the two (2) lowest evaluated prices will be recommended for issuance of a Standing Offer.

Solicitation No. - N° de l'invitation W684Q-220182/A

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APPENDIX 6 - PERIODIC REPORTS

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

at:

Department of National Defence CE Contracting, CFB Esquimalt P.O. Box 17000, Station Forces Victoria, BC V9A 7N2

BI-ANNUAL REPORT ON THE VOLUME OF BUSINESS

SUPPLIER:

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call up #	Total Billing

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

PREPARED BY: ______

SIGNATURE:

TELEPHONE NO.: _____

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APPENDIX 7 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES (page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

- 1. To encourage employers to participate in apprenticeship training, Offerors, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
- 2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
- 3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: <u>www.cra-arc.gc.ca</u>. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
- 4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
- 5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

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Voluntary Certification

(To be filled out and returned with offer on a voluntary basis)

(page 2 of 2)

Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Standing Offer Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:

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APPENDIX 8 - 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 any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Date:

Optional

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

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information 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. Client Ref. No. - N° de réf. du client

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APPENDIX 9 - APPLICATION FOR REGISTRATION (AFR) FOR CANADIAN LEGAL ENTITIES



Organization #

Protected (once completed)

CONTRACT SECURITY PROGRAM (CSP)

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

Instructions for completing the Application for Registration (AFR)

Privacy notice for Canadian entities registering in the CSP

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the Policy on *Government Security* and *Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 (Access to information and privacy - PSPC (tpsgc-pwgsc.gc.ca) and the TBS standard personal information bank Personal Security Screening PSU 917 (Standard personal information banks - Canada.ca). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at <u>TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca</u>. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

General Instructions:

- This form is used for registering Canadian legal entities **ONLY**. The CSP does not register foreign based organizations. <u>ALL</u> Foreign based firms must contact the <u>International Industrial Security Directorate (IISD)</u> for more information on the security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.

In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.



CONTRACT SECURITY PROGRAM (CSP)

Section A - Business Information

- Legal name of the organization refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- Type of Organization All required documentation in relation to the type of organization must be provided
 - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

Provide the following information to substantiate this "Type of Organization" selection:

- Stock exchange identifier (if applicable);
- Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
- Ownership structure chart is mandatory
- **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships

that join together to carry on a trade or business.

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status, ie. partnership agreement;
- Provincial partnership name registration (if applicable);
- Ownership structure chart
- $\circ~$ Sole proprietor refers to the owner of a business who acts alone and has no partners.

Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document

o Other (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status such as acts, charters, bands, etc.
- Ownership structure chart and management structure chart
- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- Self-identify as a diverse supplier: Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address (site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- · Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
 - an employee of the organization;
 - physically located in Canada;
 - a Canadian citizen*; and
 - o security screened at the same level as the organization (in some cases alternates may require a different level).

*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.





CONTRACT SECURITY PROGRAM (CSP)

Section C - Officers

- Your organization must list <u>all</u> the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section D - Board of Directors

- List <u>all</u> members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
 - **Direct (or registered) ownership** are <u>all</u> owners who hold legal title to a property or asset in that owner's name.
 - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
 - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

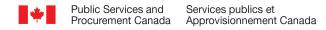
Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing
offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract,
etc.), contracting authority or prime contractor and the security level requirement.

Section G - Certification and Consent

• Only an officer identified in Section C may complete this section.





CONTRACT SECURITY PROGRAM (CSP)

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

NOTE:

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION					
1. Legal name of the organization					
2. Business or trade name (if different from legal name)					
3. Type of organization - Indicate the type of organization and only)	I provide the required validation documentation (select one				
Sole proprietor					
Partnership					
Corporation					
Private					
Public					
Other (specify)					
4. Provide a brief description of your organization's general busine	4. Provide a brief description of your organization's general business activities.				
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)				
7. Business civic address (head office)					
8. Principal place of business (if not at head office)					
9. Mailing address (if different from business civic address)					
10. Organization website (if applicable)					
11. Telephone number	12. Facsimile number				
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/ classified information/assets/sites				





CONTRACT SECURITY PROGRAM (CSP)

SECTION B -SECURITY OFFICERS

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below. Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				
For Document Safeguarding Capability ONLY:				

00 – Address will be principal place of business

01 – Site address:

02 – Site address:

		key leadership, signat ed and include manage	ories, etc.) ement structuree chart den	nonstrating
Position title - within your organization	Surname	Given name		Country of primary residence/National domicile





CONTRACT SECURITY PROGRAM (CSP)

	BOARD OF DIRECTORS			
Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

Note: The organization structure chart with percentages of ownership must be included with your submission

SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

Ownership - Level 1 ((Direct Parent)			
Name of organization or individual				
Address				
Type of entity (e.g. private or public corporation, state- owned)				
Stock exchange identifier (if applicable)				
Facility security clearance (FSC) yes/no				
Percentage of ownership				
Country of jurisdiction or citizenship]			





CONTRACT SECURITY PROGRAM (CSP)

SECTION E-2 - OWNERSHIP LEVEL 2

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-1 (Level 2)

e meren per entree
Name of direct owner from E-1
Name of organization or individual
Address
Type of entity (e.g. private or public corporation, state- owned)
Stock exchange identifier (if applicable)
Facility security clearance (FSC) yes/no
Percentage of ownership

Country of jurisdiction or citizenship

SECTION E-3 - OWNERSHIP LEVEL 3

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2
Name of organization or individual
Address
Type of entity (e.g. private or public corporation, state- owned)
Stock exchange identifier (if applicable)
Facility security clearance (FSC) yes/no
Percentage of ownership
Country of jurisdiction or citizenship





CONTRACT SECURITY PROGRAM (CSP)

SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS) Add additional rows or attachments as needed

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc.	Client / contracting authority	Security Type & level	Expiry date
	Chefit / Contracting authority	, ,,	
number			(dd-mm-yyyy)

SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM

 Recommendations

 Recommended by e-signature

 Approved by e-signature

Canada

The Contract Security Program's (CSP) Application for Registration (AFR) form is used to collect detailed information on your organization's structure, ownership and legal status. This step-by-step guidance will assist you with the completion of the AFR, which is required for the security screening of your organization.

Section A – Business information

Box 1: Enter the legal name of your organization. This would be the legal name that is registered with federal, provincial or territorial authorities.

Box 2: If your organization has a business name that is different than its legal name, enter it here. Otherwise, leave this box blank.

Box 3: Indicate your business type and provide supporting documentation to prove that your organization is legally registered to do business in Canada.

If you check <u>sole proprietor</u>, it means that you are the owner of a registered business, who acts alone, and has no partners. In this case, you must provide the most recent copy of your provincial certificate. The exact term of this document varies by province. For example, in Ontario it is called a Master Business Licence.

If you check <u>partnership</u>, it means that your organization is a partnership. In this case, you must provide a copy of your partnership agreement and partnership registration documentation, as well as ownership structure chart.

If you check <u>corporation</u>, it means that your organization is incorporated at the federal, provincial or territorial level. In this case, you must provide a copy of the most recent certificate and Articles of Incorporation. You must also specify whether your corporation is private or public.

Note: if you are the sole owner of an incorporated business and act alone with no partners, you are still considered a corporation. Do not, in this case, check sole proprietor.

For all other types of business you check "other" and specify the type (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.). To substantiate the type of organization, you must provide evidence of legal status such as acts, charters, bands etc., and an ownership structure chart and a management structure chart.

Box 4: Provide a brief description of your organization's general business activities. For example, if you are a consultant, you must briefly describe the type of consultancy work you do.

Box 5: Provide your organization's Procurement Business Number (PBN), if you have one. A PBN is not mandatory to register with the CSP. However it is used when needed to positively identify organizations with similar names or that may have amalgamated.

A PBN is required to do business with the federal government. It is based on your Canada Revenue Agency business number and uniquely identifies your organization in Public Services and Procurement Canada's (PSPC) procurement and payment systems. If you do not have a PBN, leave this field blank. To obtain a PBN, your organization needs to register in the PSPC's Supplier Registration Information System. Visit <u>Register as a supplier</u> for more information.

Box 6: Self-identify if you are a diverse supplier. This includes businesses owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

Box 7: Enter the physical address of your head office. Virtual locations, mail boxes, receiving offices or coworking spaces etc. will not be accepted.

Box 8: Enter the physical address of your organization's principal place of business if it is different than head office. The business must be located and operated in Canada only. This is also where you must provide the physical address of any additional sites that require a <u>document safeguarding capability</u>.

Box 9: Enter the mailing address of your head office if it is different than its physical address.

Box 10: Enter your organization's website if applicable.

Boxes 11 and 12: Enter the telephone number and fax number of your head office including the country code and any extension number. If your organization does not have a fax, leave box 12 blank.

Box 13: Enter the total number of employees in your organization.

Box 14: Enter the approximate number of employees who will require access to sensitive information, assets or worksites to perform work on the government contract.

Section B – Appointment of security officers

Organizations screened by the CSP must appoint a company security officer (CSO) and alternate company security officer (ACSO). The only type of businesses not required to appoint an ACSO are sole proprietors.

It is important to identify the appropriate individuals you intend to nominate as your organization's CSO and ACSO(s). These individuals will be responsible for organization and personnel security.

Being a CSO can be demanding and time consuming. When identifying the CSO of your organization, it is very important to keep in mind what it takes to be effective in the role. You must also ensure that the individual in question has the capacity to invest the required time to fulfill their obligations. As such, it is vital to identify the appropriate individuals.

Security officers must meet all of the following criteria:

- be an employee of the organization;
- physically located in Canada;
- a Canadian citizen or on a case by case basis, a permanent resident of Canada; and
- security screened at the same level as the organization (in some cases the ACSO(s) may require a lower level).

The CSO should also be:

- a person of trust
- knowledgeable about all activities of the organization related to federal government contracts
- directly accessible to senior members of the organization
- able to influence an organization's internal policies and procedures

The CSO plays a vital role in the organization's ability to meet the security requirements of federal government contracts. They are the official point of contact with the CSP and are responsible to notify the CSP of any changes within the organization. Additionally, they are accountable to the program for all contract security matters. The ACSO shares the responsibilities of the CSO and replaces them as required.

To see the full list of CSO and ACSO responsibilities, please consult <u>Annex A: Guidelines on</u> <u>company security officer and alternate company security officer responsibilities</u> of the Contract Security Manual.

Information that must be entered in Section B:

Identify the individual you intend to appoint as your organization's CSO and those you intend on appointing as ACSOs.

Complete the table accordingly and make sure to identify at least one ACSO at the facility where the CSO is located.

If your organization requires <u>document safeguarding capability</u> (DSC) at one or more sites, ensure to identify at least 2 security officers per site and to indicate the physical address of these sites. This is required as DSC is site-specific and two security officers are needed where sensitive documents will be safeguarded. If you run out of rows, provide on a separate sheet of paper attached to the form, all the required information on the additional alternates.

Section C – Officers

List all of your organization's officers, including those in management and leadership roles, as well as executives, managing partners and authorized signatories that are responsible for the day to day operations of its business.

In addition to their position titles, you must provide their names, their citizenship and the country where their true, fixed, principal and permanent home is located, even if currently residing elsewhere. If you run out of rows, provide on a separate sheet of paper attached to the form, all the required information for the additional officers.

As supporting documentation, you must provide a management structure chart to demonstrate the reporting structure.

Note: Sole proprietors are **not** required to provide a management structure chart since they are the sole officer of their organization.

Section D – Board of Directors

List information on all members of your organization's board of directors. Be sure to indicate all board titles including the chairperson if there is one. If your organization does not have a board of directors, do not leave this section blank. Simply indicate Not Applicable in the first row.

For each row you complete, make sure to complete all the columns. If you run out of rows, provide the required information on a separate sheet of paper attached to the form.

Section E - Ownership information

Section E relates to your organization's ownership. You must complete this section regardless of the percentage of ownership. If you leave this section blank, the form will be returned to you.

This section includes tables for up to three levels of ownership. If your organization has more than three levels of ownership, you must provide all the required information for each additional level on a separate sheet of paper attached to the form.

As supporting documentation, you must provide an organizational or legal chart that includes the percentages of ownership.

Note: Sole proprietors are not required to provide an organization or legal chart, however, they must still complete this section.

Subsection E-1

List all of your organization's direct owners. You must also indicate which entities hold a valid facility security clearance from the CSP or from another country.

If your organization is a publicly traded corporation, you must also provide the stock symbol and stock market.

Subsection E-2

Provide the ownership information for each direct owner you listed in subsection E-1. In other words, you must list the direct owners of your organization's direct owners, and complete all the required fields.

If your organization only has one level of ownership, indicate Not Applicable in the first row and move on to the next section of the form.

If your organization has more than one direct owner, you must provide all the required information on these additional owners on a separate sheet of paper, attached to the form.

Subsection E-3

Provide the organization's third level of ownership. This is where you must provide information on the direct owners of the entities you listed in subsection E-2. If your organization does not have a third level of ownership, indicate Not Applicable in the first row and move on to the next section of the form.

Section F – Justification

This section must only be completed by organizations that are undergoing a renewal process.

List all of your organization's active federal contracts, subcontracts, leases, supply arrangements, standing offers and purchase orders that have security requirements. In the table, you must provide all the required information for each procurement vehicle, including the name of the contracting department, the contracting officer's contact information, the security level, for example, Protected B or Reliability Status, and the expiry date.

The CSP requires this information to validate that it has copies of your procurement vehicles on file, and to obtain as needed, those that may be missing from the program's system of records.

Section G - Certification and consent

This section must be completed, signed and dated by one of the officers listed in Section C.

The signature must either be signed by <u>hand</u> or a <u>valid e-signature</u>. Script fonts will not be accepted.

Solicitation No. - N° de l'invitation W684Q-220182/A

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-45016

Buyer ID - Id de l'acheteur PWY031

CCC No./N° CCC - FMS No./N° VME

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

*

Government Gouvernement du Canada

Contract Number / Nun	néro di	i contrat
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W684Q-220182

Security Classification / Classification de sécurité unclassified

PART A - CONTRACT INFOR	LIS	TE DE VÉRIFI	ECURITY REQUIREMEN CATION DES EXIGENCES	S REL	ATIVES À LA S	CL) JÉCURITÉ (LVERS)				
1. Originating Government Dep	artn	ion / PARTIE A	- INFORMATION CONTRAC	IUELLI		or Directorate / Direction géné	rale o		rtion	
Ministère ou organisme gou			DND		1	•			Juon	
3. a) Subcontract Number / Nu				ne and		roperties Operations Section (E entractor / Nom et adresse du se				
	more			no and i		sindecor rivom et duresse du s	003-07	anam		
 Brief Description of Work / B SOA contract required for gene 	irève rai co	description du tra instruction services t	avail for RPOPS and their AOR at CFB	Esquima	alt and surrounding	areas in the Pacific Region				
5. a) Will the supplier require a Le fournisseur aura-t-il ac	cces cès a	s to Controlled Go des marchandis	oods? es contrôlées?				·	No Non] Yes] Oui
5, b) Will the supplier require a	cces	s to unclassified r	nilitary technical data subject	to the p	rovisions of the T	echnical Data Control		No	<u> </u>] Yes
Regulations?							~	Non		Oui
Le fournisseur aura-t-il ac	cès à	à des données lec	chniques militaires non classifi	iées qui	sont assujetties	aux dispositions du Règlement				
sur le contrôle des donnée					ant da an ta da antis Mila kala kana sa ana ang Katikana					
Indicate the type of access r	equi	red / Indiquer le ty	pe d'accès requis							
6. a) Will the supplier and its er								No		Yes
			accès à des renseignements	ou à de	s biens PROTÉC	SÉS et/ou CLASSIFIÉS?		Non	L	Oui
(Specify the level of acces	s us	ing the chart in Qu	uestion 7, c) u qui se trouve à la question 7	(n)						
6. b) Will the supplier and its en	nolov	vees (e.o. cleaner	s, maintenance personnel) re	<u>. c)</u> nuire ar	cess to restricter	access areas? No access to	<u> </u>	No	T	Yes
PROTECTED and/or CLA				quite de				Non	~	Oui
Le fournisseur et ses emp	loyés	s (p. ex. nettoyeur	s, personnel d'entretien) auro	nt-ils ac	cès à des zones	d'accès restreintes? L'accès				
			ÉS et/ou CLASSIFIÉS n'est p		risė.					
	essag	gerie ou de livrais	on commerciale sans entrepo	osage de		·	~	No Non		Yes Oui
7. a) Indicate the type of inform	ation	that the supplier	will be required to access / In	diquer l	e type d'informati	on auquel le fournisseur devra	avoir a	accès		
Canada			NATO / OTAN			Foreign / Étranger]		
7. b) Release restrictions / Rest	rictic	ne rolativos à la c					L	1		
No release restrictions	nouc		All NATO countries	r		No release restrictions				
Aucune restriction relative à la diffusion			Tous les pays de l'OTAN			Aucune restriction relative à la diffusion				
Not releasable À ne pas diffuser										
	r	1						٦		
Restricted to: / Limité à :			Restricted to: / Limité à :			Restricted to: / Limité à :				
Specify country(ies): / Préciser	r le(s) pavs :	Specify country(ies): / Précis	ser le(s)	pavs :	Specify country(ies): / Précise	er le(s)) pavs	:	
			· · · · · · · · · · · · · · · · · · ·		F - y - 1			/ / -		
7. c) Level of information / Nivea	au d'	information								
PROTECTED A			NATO UNCLASSIFIED			PROTECTED A				
PROTÉGÉ A L			NATO NON CLASSIFIÉ			PROTÉGÉ A	\square			
PROTECTED B		Contraction in the	NATO RESTRICTED			PROTECTED B		1		
PROTÉGÉ B L		al a Straight	NATO DIFFUSION RESTRE	INTE		PROTÉGÉ B				
PROTECTED C			NATO CONFIDENTIAL			PROTECTED C				
PROTĖGĖ C L			NATO CONFIDENTIEL			PROTÉGÉ C				
CONFIDENTIAL	-]	1997 (1997) - 1999 1997 - 1997 - 1997	NATO SECRET			CONFIDENTIAL	\square			
CONFIDENTIEL L			NATO SECRET			CONFIDENTIEL				
SECRET			COSMIC TOP SECRET			SECRET				
SECRET L	=		COSMIC TRÈS SECRET			SECRET				
TOP SECRET						TOP SECRET				
TRÈS SECRET L TOP SECRET (SIGINT)	╡					TRÈS SECRET TOP SECRET (SIGINT)	⊢			
TRÈS SECRET (SIGINT)		Service and the				TRÈS SECRET (SIGINT)				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité unclassified



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Government of Canada Gouvernement du Canada

Contract	Number	1	Numéro	du	contrat	

W684Q-220182

Security Classification / Classification de sécurité unclassified

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 PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: 	No Yes Non Oui
Dans l'affirmative, indiquer le niveau de sensibilité : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Oui
Short Tille(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	
	TOP SECRET TRÈS SECRET
	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité	é doit être fourni.
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non Oui
If Yes, will unscreened personnel be escorted?	No Yes
Dans l'affirmative, le personnel en question sera-t-il escorté?	Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?	No Yes Non Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renselgnements ou des blens PROTÉGÉS et/ou CLASSIFIÉS?	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	✓ No Yes Non Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipme 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 PRC et/ou CLASSIFIE?	🖌 Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIE information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement de renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Yes Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

unclassified



Government Gouvernement of Canada du Canada

 Contract Number / Numéro du contra
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W684Q-220182

Security Classification / Classification de sécurité

unclassified

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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, SEC 2000 completions

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		OTECI OTÉC			ASSIFIED LASSIFIÉ			NATO						COMSEC																		
	٨	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO Secret	COSMIC TOP		PROTECTED PROTÉGÉ																		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	с	CONFIDENTIEL	-	TRES SECRET																
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Government of Canada Gouvernement du Canada

Contract Number / Numero du contrat

W684Q-220182

Security Classification / Classification de sécurité unclassified

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13. Organization Project Authority / C	Chargé de projet de l'or	ganisme			ANNON	/ 21114 / 24 1 1
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Telephone No N° de téléphone 514-967-2677	Facsimile No N° de 250-363-5324	télécopieur	E-mail address - Adresse cour Minsik.Eum@forces.gc.ca	rriel	Date	DEC 1 5 2021
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme			
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	MEDJO	Digitally signed by MEDJOVIC, SASHA 234 DH: C=CA, O=GC, OU=DND-MDN, OU=Personel, OU=INTERN, CH=" MEDJOVIC, SASHA 234" MEDJOVIC, SASHA 234"
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Telephone No N° de téléphone 613-996-0286	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour sasa.medjovic@forces.		Date	
 Are there additional instructions (Des instructions supplémentaires 				t-elles jointes	5?	No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Telephone No Nº de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	urriel	Date	
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité			
Janette Meinert		Title - Titre		Meine	rt,	Digitally signed by Meinert, Janette
Contract Security Officer Janette.Meinert@tpsgc-p			. •	Janett	e	Date: 2022.01.19 14:29:06 -05'00'
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Solicitation No. - Nº de l'invitation Amd. No. - Nº de la modif. Buyer ID - Id de l'acheteur W684Q-220182/A PWY031 Client Ref. No. - N° de réf. du client File No. - N° du dossier CCC No./N° CCC - FMS No./N° VME PWY-2-45016 **ANNEX B - CERTIFICATE OF INSURANCE** (Not required at solicitation closing) Page 1 of 2 Travaux publics et Public Works and Services gouvernementaux Government Services Canada Canada Description and Location of Work Contract No. General Construction SOA for the Department of National Defence (DND) CFB Esquimalt, Victoria, BC Project No. Address (No., Street) City Name of Insurer, Broker or Agent Postal Code Province Name of Insured (Contractor) Address (No., Street) City Province Postal Code Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services Inception Expiry Date Insurer Name Limits of Liability Type of Insurance Date and Policy Number D/M/Y D/M/Y Per Annual Completed Occurrence General Operations Aggregate **Commercial General** Aggregate Liability \$ \$ \$ Umbrella/Excess Liability \$ \$ \$ I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage. Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone number Date D/M/Y Signature

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client

File No. - N° du dossier PWY-2-45016 Buyer ID - Id de l'acheteur PWY031

CCC No./N° CCC - FMS No./N° VME

CERTIFICATE OF INSURANCE Page 2 of 2

General The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

WITHOUT INCREASING THE LIMIT OF LIABILITY, THE POLICIES MUST PROTECT ALL INSURED PARTIES TO THE FULL EXTENT OF COVERAGE PROVIDED. FURTHER, THE POLICIES MUST APPLY TO EACH INSURED IN THE SAME MANNER AND TO THE SAME EXTENT AS IF A SEPARATE POLICY HAD BEEN ISSUED TO EACH.

COMMERCIAL GENERAL LIABILITY

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.
- Umbrella or excess liability insurance may be used to achieve the required limits.

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-45016

Buyer ID - Id de l'acheteur PWY031 CCC No./N° CCC - FMS No./N° VME

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

(This report is not required at Offer deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Call-up, whichever comes first, to the Contracting Authority.

Number of apprentices hired	Trade

Amd. No. - Nº de la modif.

Buyer ID - Id de l'acheteur PWY031 CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client

File No. - N° du dossier PWY-2-45016

ANNEX D - LISTING OF SUBCONTRACTORS/SUPPLIERS

(Could be asked for on individual call-ups)

On request from the Project Manager, to be submitted on call-ups

LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Offeror must submit the list of Subcontractors/Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work, it must also be indicated in the table below.

	Subcontractor/Supplier	Division
1		
2		
3		
4		

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier PWY-2-45016 Buyer ID - Id de l'acheteur PWY031

CCC No./N° CCC - FMS No./N° VME

ANNEX E – FORM 2829 SAMPLE

STANDING OFFER NO. Date mequested to carry out the work described below. Contractor's name and address - Nom et adresse de l'entrepreneur Project no N° du projet Note: Cucte estanding offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande Location of work - Endroit des travaux Kall-up cost, GST extra - Coût de la commande Work description - Description des travaux SAMPLE ONLY ÉCHANTILLON SEULEMENT Cattified pursuant to subsection 32 (1) of the Financial Administration Act	OFFER RE PERMANENTE
Dated and the terms and conditions therein, you are requested to carry out the work described below. en date du et les modalités qui y sont écumérées, vous étes prié d'exécuter les travaux décrits cl-après. Contractor's name and address - Nom et adresse de l'entrepreneur Send invoice to - Expédier la facture à Project no Nº du projet Note: Cuice standing offer number, project number and call-up number on your invoice. Inscrite le numéro de l'offre permanente. le numéro du projet et le numéro de commande Location of work - Endroit des travaux Work description - Description des travaux Call-up cost, GST extra - Coût de la commande SAMPLE ONLY ÉCHANTILLON SEULEMENT	II-up no Nº de commande
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SAMPLE ONLY ÉCHANTILLON SEULEMENT	
ÉCHANTILLON SEULEMENT	
Certified pursuant to subsection 32 (1) of the Financial Administration Act]
Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
Signature Date	
Departmental Representative - Représentant du ministère	
Signature Date	