

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

Request For a Standing Offer Demande d'offre à commandes

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Fencing Installation	
Solicitation No. - N° de l'invitation W0114-12P012/A	Date 2012-10-30
Client Reference No. - N° de référence du client W0114-12-P012	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-508-5966
File No. - N° de dossier KIN-2-38192 (508)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-10	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Weaver, Tammy	Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613)545-8059 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Engineering Services Squadron 6 Moro St KINGSTON Ontario K7K7B4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

W0114-12P012/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin508

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

W0114-12-P012

File No. - N° du dossier

KIN-2-38192

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work

2. Summary

- (i) To supply all labour, materials, tools and equipment for the installation and repair to various fencing on an as and when required basis.
- (ii) for The department of National Defence, CFB Kingston;
- (iii) From date of award to 31 October 2015;
- (iv) pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.
- (vi) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

Should the following Mandatory Requirement not be met the offer will be considered as non-compliant and shall not be given any further consideration.

a) Bidders must provide prices for all items listed in Annex Annex "B".

1.2 Financial Evaluation

1.2.1 The bidder's line item prices in Annex "B" are multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all the extended prices.

1.2.2 The evaluated price will be the sum of the aggregate value for each year.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the FPS . It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act , R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

name of former public servant;

date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 04 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

1st quarter: ; 01 November - 31 January

2nd quarter: 01 February - 30 April;

3rd quarter: 01 May - 31 July;

4th quarter: 01 August - 31 October.

The data must be submitted to the Standing Offer Authority no later than **30** calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from Date of award to 31 October 2015.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Tammy Weaver
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8059

Facsimile: 613-545-8067

E-mail address: tammy.weaver@pwgsc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative

Name: _____

Telephone: _____

Fax Number: _____

Email: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: To be provided at time of Standing Offer Issuance.

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

- d) 2010C 2012-07-16, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C 2012-07-16, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 04 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 13 Interest on Overdue Accounts, of 2010C will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

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

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

1. The Basis of Payment attached hereto as Annex B shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with the Basis of Payment", Goods and Services Tax (GST) and Harmonized Sales Tax (HST) extra, if applicable.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department 2007-11-30

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

Specifications for Fencing

1. Identification

- 1.1. The work under this Request for Standing Offer is to furnish all labour, materials, tools, equipment and supervision required for the installation and repairs to fencing (PVC, farm and chain link) on an "as required" basis throughout CFB Kingston as specified.

2. Standards

- 2.1. Department of National Defense handbook. Description, installation and maintenance of fences(C-98-002-003/MS-003) (copy available upon request).
- 2.2. Canadian Standards Association (CSA)
- 2.3. National Fire Code (NFC)
- 2.4. Canadian General Standard Board (CGSB)
- 2.5. American Society for Testing and Materials (ASTM).
- 2.6. Underwriters' Laboratories of Canada (ULC)
- 2.7. Manufactures recommendations
- 2.8. Canada Labour Code (CLC)
- 2.9. Occupational Health and Safety Act (OSHA)

3. Foreseeable Site Hazards

- 3.1. Department of National Defence takes Health and Safety for all person granted access to the workplace very seriously. In accordance with the Canada Labour Code part 2 all reasonable care to ensure that all persons granted access to the workplace, other than the employer' employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed in the work place.
- 3.2. BCE has developed a list of foreseeable hazards in Annex "B". This is not an all-inclusive list because of the generic nature of this process and because we do not know the actual job at this time. At the time of call up against this requirement and a part of the Contractor Site Safety Briefing all hazards shall be identified by the site inspector and contractor representative for documentation and information for all workers.

4. Technical Requirements

- 4.1. A company representative must complete the Fire Safety Construction/Demolition Sites Annex C and return it to the approving authority.
- 4.2. A drawing and / or a clear description of requirement will be provided to the Contractor, by the Technical Authority.

- 4.3. The Contractor shall visit every site prior to work commencement for verification of all measurements required to complete the work and to familiarize themselves with the terrain.
- 4.4. All work layouts must allow for safety of the Contractor's employees and the occupants of the building along with maximizing the normal day to day operations to continue in the area of an installation or repair.
- 4.5. The Contractor must follow all manufacturer recommendations for the installation and repair of chain link fencing and farm fencing.

5. PVC Fencing:

- 5.1. Will be installed as per the manufacture's recommendations or as directed by the Technical Authority.

6. Chain Link:

- 6.1. Will be constructed of a minimum of 9 gauge wire mesh, having openings not larger than 0.05 m
- 6.2. Line post shall be 0.06 m O.D hot dipped galvanized pipes with all necessary hardware.
- 6.3. End and gate post shall be 0.9 m O.D hot dipped galvanized pipes with all necessary hardware.
- 6.4. Top rail shall be 0.9 m O.D hot dipped galvanized pipes complete with couplings for every standard length.
- 6.5. Swing Gates shall be assembled to fit openings and shall be 0.4 m O.D. hot dipped galvanized pipes. Bracing shall be 0.4 m O.D. hot dipped galvanized pipes. All joints to be electrically welded. All welds will be painted with "Galvacon" or equal (Contractor to provide proof of equal or better to the Technical Authority). Hinges and latches to be galvanized malleable iron suitable to permit opening of 180 degrees and with a provisions for padlock and / or center guide post or center anchor post.
- 6.6. Bottom wire shall be six (6) gauge steel wire electro-galvanized.
- 6.7. Tie wire shall be nine (9) gauge aluminum.
- 6.8. All nuts and bolts shall be hot dipped galvanized.
- 6.9. Depth of post in footing shall be no less than 1.07 m embedded in concrete. Concrete footings shall be 17 Mpa compressive strength at 28 days
- 6.10. All line, end and gate post shall be no less than schedule 40 steel.
- 6.11. Barbed wire shall be No. 12 ½ gauge, with four (4) barb points spaced at 0.15 m intervals.

7. Chain Link Installation:

- 7.1. Line post shall be spaced at approximately 3.00 m centers.
- 7.2. Top rail when installed shall be free from frequent changes in slope. Where the ground is irregular, the post shall be long enough to permit the top rail to have no slope.
- 7.3. The wire securing the fabric to the framework shall be spaced to no more than 0.610 m on the top rail and 0.305 m on line posts.
- 7.4. Bottom wire shall be stretched taut along the bottom fabric by using hog rings spaced no more than 0.610 m apart.

7.5. Install three (3) barbed wire strands equally spaced with top strand approximately 0.304 m from fabric.

8. Security Fencing Installation:

8.1. Where a chain-link fence is required for a security purpose, it must be constructed of a minimum of 9 gauge wire mesh, having openings not larger than 0.05 m, and must be supported by metal posts and braces on the interior. The chain-link fabric must be taut and securely anchored to the underlying concrete, pavement or other hard surface. When the fence passes over soil surfaces, it must be anchored by burying the lower 0.30 m. of fabric in the soil.

8.2. The overhang or outrigger must be constructed of metal and angled outward at 45 degrees. It must contain three strands of 12 gauge barbed wire, spaced 0.15 m. apart, and must be securely fixed to the overhang supports.

8.3. Posts must be firmly anchored in concrete bases to a sufficient depth to counteract frost heaving.

9. Farm Fencing:

9.1. All wooden post will be un-treated Eastern White Cedar and shall be cut from round, live growing trees. They shall be free from loose and unsound knots, short crooks, reverse sweep, shake, rot and season checks that exceed 0.005 m in width. Sweep not exceeding two (2) % of the post length will be acceptable. All post will be clean peeled for their entire length and the inner skin removed. All knots and projections will be shaved smooth and flush with the surface of the surrounding wood. Posts not meeting the requirements in size and quality at the point of delivery will be removed at the Contractor's expense.

9.2. The intermediate wood post will be a full 2.44 m in length and will have a minimum top diameter of 0.160 m and a maximum butt diameter of 0.260 m +/- 0.010 m.

9.3. Intermediate steel post will be light weight "T" post and 1.829 m in length

9.4. Intermediate posts will be all wood or one wood post for every two steel "T" post for length of farm fencing. Type of intermediate post will be determined at time of call-up.

9.5. Anchor posts will always be eastern white cedar with a full length of 2.750 m and have a minimum top diameter of 0.200 m and a maximum butt diameter of 0.300 m +/- 0.010 m.

9.6. Swing Gates shall be assembled to fit openings and shall be five (5) rail, made of 0.025 m square tubing painted green. Hinges and latches to be galvanized, malleable iron suitable to permit opening of 180 degrees and with a provisions for padlock and / or center guide post or center anchor post if requested at time of call-up.

9.7. The staples shall be No. 9 gauge Galvanized with a driving length of at least 0.045 m.

9.8. Brace wire shall be No. 9 gauge galvanized soft steel.

9.9. All post braces shall be made of one piece, rough sawn eastern white cedar 0.100 m X 0.100 m square and to the length required. Priced per lineal meter.

10. Farm Fencing Installation:

10.1. All intermediate posts shall be installed in soil to a minimum depth of 1.200 m.

10.2. All end and anchor posts shall be installed in soil to a minimum depth of 1.500 m.

-
- 10.3. End and anchor post will have 0.050 m x 0.140 m cleats nailed to the post as indicated by the Technical Authority at the time of call-up. Cleats will also be added on posts installed in low areas to prevent lifting when the fence is tightened.
- 10.4. All posts will be sawed off on a 30 degree slope with the high side next to the fence after the fence has been installed.
- 10.5. Line post spacing shall be approximately 3.048 m center to center of posts.
- 10.6. All anchoring along the line will be a maximum of 200 m apart and will have three (3) wooden posts and wooden braces. Inline bracing posts to be 3.353 m apart.

11. Splicing Chain Link and / or Farm Fencing:

- 11.1. Lay together end to end, stay wires of each of the section to be spliced and wrap the overhanging ends tightly around the line wire with pliers or splicing tool. Cut away stay wire if necessary to allow sufficient length for splicing.
- 11.2. All fencing will be installed with approximately 0.050 m clearance between the fencing and the ground and 0.050 m clearance between the top of the posts and the fencing.
- 11.3. All fencing will be stretched in no greater lengths than two (2) rolls. Stretching will be as tight as possible without pulling out the tension curves in the line wires. A fence shall not be stretched around corners.
- 11.4. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. There will be no onsite disposal of waste.

Annex A-1

Foreseeable Site Hazards

Utility company controlled Gas, electrical, steam, water, sewer and telecom lines

DND controlled telecom lines

12400 V underground electrical distribution system controlled by DND

High and low-pressure steam distribution controlled by DND

Unexploded ordnance may be found in areas of the base

Base terrain can vary from sand and gravel to rocky

Black bears may be found on base as well as all manner of animals

Temperatures may reach 45 degrees Celsius in the summer and -45 degrees Celsius in the winter

May be exposed to Pesticides and P.O.L. Products

Annex "B"

Pricing Basis

Year 1 – Date of Award to 31 October 2013

Year 2 – 01 November 2013 to 31 October 2014

Year 3 – 01 November 2014 to 31 October 2015

Item	Description	Unit of Issue	Est. usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1.	Supply and install chain link fencing C/W applicable line posts and hardware for various heights. Fencing will be 9 gauge Galvanized with a 2 inch mesh.					
	a. 1220mm Fencing	M	100	\$ _____	\$ _____	\$ _____
	b. 1830mm Fencing	M	1000	\$ _____	\$ _____	\$ _____
	c. 2130mm Fencing	M	200	\$ _____	\$ _____	\$ _____
	d. 2440mm Fencing	M	1000	\$ _____	\$ _____	\$ _____
2.	Supply and install intermediate Post C/W all hardware for various heights of fencing. Posts will be schedule 40, galvanized with O.D. 2 3/8 inch. All posts will be 2 1/2 feet longer than the fence fabric.					
	a. 1220mm Fencing	Ea	10	\$ _____	\$ _____	\$ _____
	b. 1830mm Fencing	Ea	600	\$ _____	\$ _____	\$ _____
	c. 2130mm Fencing	Ea	300	\$ _____	\$ _____	\$ _____
	d. 2440mm Fencing	Ea	600	\$ _____	\$ _____	\$ _____
3.	Supply and install Corner Post C/W all hardware for					

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	<p>various heights of fencing. Posts will be schedule 40, galvanized with O.D. 3 ½ inch. All posts will be 3½ feet longer than the fence fabric.</p> <p>a. 1220mm Fencing</p> <p>b. 1830mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p> <p>c. 2130mm Fencing C/W bracing posts hardware for 3 ½ inch posts</p> <p>d. 2440mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p>	Ea	10	\$ _____	\$ _____	\$ _____
		Ea	100	\$ _____	\$ _____	\$ _____
		Ea	40	\$ _____	\$ _____	\$ _____
		Ea	100	\$ _____	\$ _____	\$ _____
4.	<p>Supply and install End Post C/W all hardware for various heights of fencing. Posts will be schedule 40, galvanized with O.D. 3 ½ inch. All posts will be 3½ feet longer than the fence fabric.</p> <p>a. 1220mm Fencing</p> <p>b. 1830mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p> <p>c. 2130mm Fencing C/W bracing posts hardware for 3 ½ inch posts</p> <p>d. 2440mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p>	Ea	10	\$ _____	\$ _____	\$ _____
		Ea	100	\$ _____	\$ _____	\$ _____
		Ea	40	\$ _____	\$ _____	\$ _____
		Ea	100	\$ _____	\$ _____	\$ _____
5.	Supply and install Gate Post					

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	<p>C/W all hardware for various heights of fencing. Posts will be schedule 40, galvanized with O.D. 3 ½ inch. All posts will be 3½ feet longer than the fence fabric.</p> <p>a. 1220mm Fencing</p> <p>b. 1830mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p> <p>c. 2130mm Fencing C/W bracing posts hardware for 3 ½ inch posts</p> <p>d. 2440mm Fencing C/W bracing posts and hardware for 3 ½ inch posts.</p>	Ea	10	\$ _____	\$ _____	\$ _____
		Ea	60	\$ _____	\$ _____	\$ _____
		Ea	25	\$ _____	\$ _____	\$ _____
		Ea	60	\$ _____	\$ _____	\$ _____
6.	<p>Supply and install top rail C/W all hardware for various heights of fencing. Top rail will be schedule 40, galvanized with O.D. 1 11/16</p> <p>a. 1220mm Fencing</p> <p>b. 1830mm Fencing</p> <p>c. 2130mm Fencing</p> <p>d. 2440mm Fencing</p>	Ea	60	\$ _____	\$ _____	\$ _____
		Ea	300	\$ _____	\$ _____	\$ _____
		Ea	100	\$ _____	\$ _____	\$ _____
		Ea	300	\$ _____	\$ _____	\$ _____
7.	<p>Supply and install a 0.9144 meter Personnel Gate C/W all hardware for various heights of fencing. All gate frames will be schedule 40, galvanized O.D. 1 11/16, gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts.</p> <p>a. 1220mm Fencing</p> <p>b. 1830mm Fencing</p> <p>c. 2130mm Fencing</p> <p>d. 2440mm Fencing</p>	EA	10	\$ _____	\$ _____	\$ _____
		Ea	15	\$ _____	\$ _____	\$ _____
		Ea	10	\$ _____	\$ _____	\$ _____
		Ea	15	\$ _____	\$ _____	\$ _____
8.	Supply and install a 1.2192 meter Personnel Gate C/W all hardware for various					

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	heights of fencing. All gate frames will be schedule 40, galvanized O.D. 1 ¹¹ / ₁₆ , gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts. a. 1220mm Fencing b. 1830mm Fencing c. 2130mm Fencing d. 2440mm Fencing	Ea Ea Ea Ea	10 15 10 15	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
9.	Supply and install Single Gate C/W all hardware for various heights of fencing, X 2.4384 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 ¹¹ / ₁₆ , gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts. a. 1220mm Fencing b. 1830mm Fencing c. 2130mm Fencing d. 2440mm Fencing	Ea Ea Ea Ea	10 15 10 15	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
10	Supply and install Single Gate C/W all hardware for various heights of fencing, X 3.048 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 ¹¹ / ₁₆ , gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts. a. 1220mm Fencing b. 1830mm Fencing c. 2130mm Fencing d. 2440mm Fencing	Ea Ea Ea Ea	2 10 5 10	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
11.	Supply and install Double Gate C/W all hardware for various heights of fencing, X 2.4384 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 ¹¹ / ₁₆ , gauge 9, 2 inch mesh and					

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	the hardware will be for 3 ½ inch posts. a. 1220mm Fencing b. 1830mm Fencing c. 2130mm Fencing d. 2440mm Fencing	Ea Ea Ea Ea	1 6 1 10	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
12.	Supply and install Double Gate C/W all hardware for various heights of fencing, X 3.048 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 11/16, gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts. a. 1830mm Fencing b. 2130mm Fencing c. 2440mm Fencing	Ea Ea Ea	5 2 10	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
13.	Supply and install Double Gate C/W all hardware for various heights of fencing, X 4.8768 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 11/16, gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts. a. 1220mm Fencing b. 1830mm Fencing c. 2130mm Fencing d. 2440mm Fencing	Ea Ea Ea Ea	1 10 2 10	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
14.	Supply and install Double Gate C/W all hardware for various heights of fencing, X 6.096 meter in length. All gate frames will be schedule 40, galvanized O.D. 1 11/16, gauge 9, 2 inch mesh and the hardware will be for 3 ½ inch posts.					

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	a. 1830mm Fencing b. 2130mm Fencing c. 2440mm Fencing	Ea Ea Ea	1 1 1	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
15.	Supply and install Bared Wire C/W all mounting hardware. To include gates a. Single Strand b. Triple Strand or three layers	M M	1000 1000	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
16.	Supply and install farm fencing (9 strand 48 inch (948))	M	200	\$ _____	\$ _____	\$ _____
17.	Supply and install anchor post C/W all hardware and bracing. Anchor post will be 8 inch top X 8 feet machine peeled cedar. Hardware includes all spikes and brace wire. Bracing will be machine peeled cedar, 4 inch top X 10 feet	Ea	10	\$ _____	\$ _____	\$ _____
18.	Supply and install cedar post (pealed) C/W all hardware. Post will be 6 inch top X 8 feet machine peeled cedar. Hardware includes all spikes and brace wire.	Ea	10	\$ _____	\$ _____	\$ _____
19.	Supply and install steel intermediate post C/W all hardware including tie wires. Intermediate post will be heavy grade 8 feet long "T" rail style	Ea	200	\$ _____	\$ _____	\$ _____
20.	Supply and install gates C/W all hardware for farm fencing in various gate lengths. All gates will be round bar made up of 7 bars. Hardware will be for wood posts	M	6	\$ _____	\$ _____	\$ _____
21.	Supply and install wood bracing 100mm x 100mm square	LM	10	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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22.	Digging/ drilling a fence hole when having to pass through concrete, pavement or large foreign matter must be authorized by Technical Authority	Ea	800	\$_____	\$_____	\$_____
23.	Trenching to a depth of 1 foot for burying fence	LM	4	\$_____	\$_____	\$_____

ANNEX "C"

INSURANCE REQUIREMENTS

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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

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

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

Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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