

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Duct Cleaning Systems	
<b>Solicitation No. - N° de l'invitation</b> W0113-110750/A	<b>Date</b> 2012-02-22
<b>Client Reference No. - N° de référence du client</b> W0113-110750	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-003-5865
<b>File No. - N° de dossier</b> TOR-1-34443 (003)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> 2012-03-31	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jackson, Dahlia	<b>Buyer Id - Id de l'acheteur</b> tor003
<b>Telephone No. - N° de téléphone</b> (905)615-2057 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence CFB Borden 16 Ramillies Rd (Bldg. P-154) Borden, ON L0M 1C0	
<b>Security - Sécurité</b> 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**

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

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary of Requirement
3. Communications Notification
4. Optional Site Visit
5. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. Compliance with Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - INSURANCE REQUIREMENTS**

1. Insurance Requirements

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

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. SACC Manual Clauses
12. Applicable Laws
13. Additional Approval Required for Medium to High Risk Requirements
14. Inspection of Contractors Work and Safety Procedure
15. Documentation Required on Project Files

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0113-110750/A

tor003

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-110750

TOR-1-34443

---

## **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Contract Documents Applicable to Call-ups Issued Against the Standing Offer
3. Limitation of Liability
4. Term of Contract
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. Trade Specification
9. Performance Evaluation

## **ANNEXES**

ANNEX A	Statement of Work
ANNEX B	Basis of Payment
ANNEX C	Health and Safety Requirements
ANNEX D	Periodic Usage Report Form
ANNEX E	Project Management Forms
ANNEX F	Insurance Requirements

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offer (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, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Health & Safety Requirements, Periodic Usage Report Form, Project Management Forms and Insurance Requirements.

### 2. Summary of Requirement

#### (i) Description of the Requirement

Work includes the provision of skilled licensed labour, tools, equipment, supervision, and supply and installation of material for the cleaning of ventilation system ductwork and dryer vents in various Base buildings at the Canadian Forces Base (CFB) Borden in Borden, Ontario, as detailed in Annex "A", entitled "Statement of Work", on an as and when requested basis. There is no minimum Call-up value. Individual Call-ups including all amendments and Harmonized Sales Tax, must not exceed \$15,000 for identified users. This procurement contains MANDATORY requirements as specified in Part 4. There are Health & Safety requirements specified in Part 5 "Certifications" which are one of the conditions precedent to issuance of the Standing Offer. The Standing Offer holder may subcontract up to 10% of the value of the project construction estimate or Call-up amount (not to exceed \$1,000.00 without taxes) for work by one other skilled trade.

#### (ii) Client Department

The user of the resulting RISO will be CFB Borden.

**(iii) Period of the Standing Offer**

The period of the Standing Offer will be from April 01, 2012 to March 31, 2013 with one (1) option to extend for an additional year.

**(vi) Trade Agreements**

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The requirement is limited to Canadian goods and/or services.

**3. Communications Notification**

As a courtesy, the Government of Canada requests that the successful Offeror notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a Standing Offer.

**4. Optional Site Visit**

Unique site conditions and other aspects of this project are such that the Department considers attendance at the optional pre-tender site meeting to be extremely important. Access may be restricted to authorized employees of the Government of Canada and personnel who have received prior authorization to enter the work site. Bidders must provide in writing to the Standing Offer Authority identified on Page 1 of the RFSO, the name(s) and phone number(s) of its representatives who will be attending the Site Visit no less than three (3) working days prior to the Site Visit. Bidder's Representatives must be prepared to produce picture identification to gain entry and at any time when requested to do so by any of Canada's personnel Canada will not be responsible for the Bidder's failure to attend the Site Visit due to the Bidder not being granted access because they did not meet these conditions. Additional Site Visits will not be allowed. Bidders that do not attend the site visit may submit a bid.

The Site Visit at CFB Borden will be held on Tuesday, March 06, 2012 at 10:00 a.m. Bidders will meet at Building P-154, 2nd Floor Room 225 Contracts Office, CFB Borden, 16 Ramillies Rd, Borden, Ontario L0M 1C0.

**5. 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.

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## **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 issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

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 2011-05-16 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### **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 Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

### **3. Enquiries - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offer (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 the province of 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.

### **5. Compliance with Applicable Laws**

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34443

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

CCC No./N° CCC - FMS No/ N° VME

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- 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) above, an 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 said request.
  - 3) Failure to comply with the requirements of paragraph 2) above shall result in disqualification of the offer.

## 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 - one (1) hard original copy + one (1) copy  
 Section II: Financial Offer - one (1) hard original copy + one (1) copy  
 Section II: Certifications - one (1) hard original copy + one (1) 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 Offer.

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 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 meet the Mandatory Requirements as detailed in Part 4. Any offer which fails to meet the mandatory requirements will be deemed non-responsive and will receive no further consideration.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "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

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34443

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

CCC No./N° CCC - FMS No/ N° VME

- 
- (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.

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## 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 Offer including the technical criteria and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

### 1.1. Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

The proponent must have relevant experience in similar types of operations. To demonstrate this experience, the proponent is to provide information relative to the extent your firm's experience by:

- 1. Offerors must demonstrate that they have a minimum of five (5) years trade experience doing ductwork cleaning.
- 2. Offers must provide two (2) contractual references. Provide the name, address, phone number and contact person for at least two (2) primary customer references. In addition to comments provided by the reference, consideration will be given to similarities between the reference and CFB Borden's requirements.

### 1.2. Financial Evaluation

Offers meeting requirements of the Mandatory Technical Criteria will be assessed to arrive at an aggregate value for all pricing periods. The estimated usage's provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usage's expected or any commitment on the part of the Crown.

#### 1.2.1 Financial Evaluation Criteria

PWGSC will evaluate the Bidder's pricing of all items at Annex "B" Basis of Payment herein in Canadian currency. The extended price will be calculated by multiplying the estimated usage figures by the FOB Destination prices offered by the Bidder. The evaluated price is the aggregate of all the extended prices for all pricing periods.

- .1 Offers must be submitted on the Basis of Payment form located in Annex "B". A price must be provided for every item and pricing period in the Basis of Payment. Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34443

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

CCC No./N° CCC - FMS No/ N° VME

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- .2 Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment form, or any condition or qualification placed upon the offer.

## **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 upon compliance with the conditions stated in Parts 5 and 6.

## 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. 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.

#### 1.1 Bidder's Procurement Business Number (PBN) \_\_\_\_\_

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a Standing Offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website <https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

##### 1.1.1 Supplier or Service Representative Contact

Name and telephone number of the person responsible for :

General Enquiries & Service Follow-up	Emergency Service Contact Numbers:
Name: _____	Telephone No. _____
Telephone No. _____	Facsimile No. _____
Facsimile No. _____	
E-mail address: _____	

### 1.2 Canadian Content

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

#### 1.2.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

- ( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

### 1.3 Federal Contractors Program - \$200,000 or more

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.

2. 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.
3. 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

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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;
- (d)  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.

## 1.4 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:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means, 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 PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) 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:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

File No. - N° du dossier

TOR-1-34443

CCC No./N° CCC - FMS No/ N° VME

---

- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force 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.

### **1.5 Documents Required**

- 1.5.1 Proof of insurance coverage which meets or exceeds the coverage stated in Part 6.

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34443

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

CCC No./N° CCC - FMS No/ N° VME

---

## **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 "F".

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 perform the Work in accordance with the Statement of Work at Annex "A".

#### **1.2 Summary of Requirement**

As and when requested, the Offeror will provide skilled licensed labour, tools, equipment, supervision, and will supply and install all material required for the cleaning of ventilation system ductwork and dryer vents in various Base buildings at the Canadian Forces Base (CFB) Borden in Borden, Ontario, as detailed in Annex "A", entitled "Statement of Work". The Standing Offer may not be used for medium to high risk construction projects without approval as detailed in article 13. entitled "Additional Approval Required for Medium to High Risk Requirements". This Standing Offer is not to be used when multiple trades standing offers or contracts are required to complete the project. The Standing Offer holder may subcontract up to 10% of the value of the project construction estimate or call-up amount (not to exceed \$1,000.00 without taxes) for work by one other skilled trade.

#### **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 issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

#### **2.1 General Conditions**

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. 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: April 01 to June 30;  
 2nd quarter: July 01 to September 30;  
 3rd quarter: October 01 to December 31;  
 4th quarter: January 01 to March 31.

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

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making Call-ups against the Standing Offer is from April 01, 2012 to March 31, 2013 with one (1) option to extend an additional year.

#### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, from April 01, 2013 to March 31, 2014 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Dahlia Jackson  
 Title: Supply Specialist  
 Organization: Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 33 City Centre Dr., Mississauga, ON L5B 2N5  
 Telephone : 905-615-2057  
 Facsimile: 905-615-2060  
 E-mail address: dahlia.jackson@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, they are responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

#### 4.2 Project Authority

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

Also referred to as the Departmental Representative and Service Site Authority.

The Project Authority is the Departmental 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.

The Service Site Authority (SSA) is the Base Construction Engineering Officer (BCEO) or the designated representative located at Construction Engineering Contracts cell and is responsible for initiation of Standing Offer Amendments, Specification Changes and Work Orders. As well, the SSA is responsible for aspects of compliance of the Standing Offer and for overall inspection.

The Service Site Authority (SSA) is located at 16 Ramillies Road (building P-154), Contract Section, phone (705) 424-1200 extension 2823 or fax (705) 423-7243. Upon arrival at Base Borden for service or repair work, the serviceman must report to the SSA.

#### **4.3 Offeror's Representative** *(To be completed by Canada upon issuance of a Standing Offer)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

#### **5. Identified Users**

The Identified User authorized to make Call-ups against the Standing Offer is CFB Borden.

#### **6. Call-up Procedures**

The Identified Users may only place Call-ups with the Standing Offer holder for the particular geographic area stated in the Summary of Requirement in the Standing Offer - CFB Borden, 16 Ramillies Road, Borden, Ontario.

The Contractor is to provide a maximum of twenty-four (24) hour on site response time for a Service Call.

##### Call-up Procedures

1. The Contractor, on receipt of an acceptance of Standing Offer will be advised by the SSA of the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
2. For every Call-up, the Contractor will be given a scope of work and shown the site in question. Within two (2) working days an estimate is to be submitted by the Contractor to the SSA. Estimate is to be broken down showing material and labour costs.
3. The SSA reserves the right to reject any estimates that are found unreasonable.
4. After an estimate is accepted, service must be requested on a PWGSC Form 942 – Call-Up Against a Standing Offer. This form must be signed by an authorized person.
5. No extra payment will be given to the Contractor other than the amount shown on the estimate.
6. The Contractor must not refuse any call for service requested by the SSA and must begin work within one week from acceptance of estimate. Once the work is started it must be completed without delay.

#### **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.

## 8. Limitation of Call-ups

Individual Call-ups including all amendments and Harmonized Sales Tax must not exceed \$15,000.00.

## 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) the General Conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- d) Contract Documents Applicable to Call-ups issued against the Standing Offer listed in Article 2 in Part 7 B;
- e) Annex "A", Statement of Work
- f) Annex "B", Basis of Payment
- g) Annex "C", Health & Safety Requirements;
- h) Annex "D", Periodic Usage Report Form
- i) Annex "E", Project Management Forms
- j) Annex "F", Insurance Requirements
- k) the Offeror's offer \_\_\_\_\_ (*Canada to insert date of Offer*), \_\_\_\_\_ (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_."*)

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

## 10. Certifications

### 10.1 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.

## 11. SACC Manual Clauses

The following SACC Manual Clauses are incorporated by reference;

M3800C (2006-08-15) Estimates;

A9062C (2010-01-11) Canadian Forces Site Regulations;

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M3060C (2008-05-12) Canadian Content Certification

## **12. Applicable Laws**

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

## **13. Additional Approval Required for Medium to High Risk Requirements**

When the Call-up includes Work which increases the risk to the Contractor, Canada or third parties, the Contractor must provide the Project Authority and affected personnel a site specific Health and Safety Plan. The Project Authority must complete the Project Health and Safety Risk Assessment Form included in Annex "C" Appendix "B".

## **14. Inspection of Contractors Work and Safety Procedure**

The Project Authority must inspect the Contractor's Work throughout the duration of the project for compliance with the Call-up and the safety procedures in the Contractor's safety plan.

## **15. Documentation Required on Project Files**

The Standing Offer Authority may randomly review the project files that have been completed using this Standing Offer. If the appropriate documents are not included in the project file the Standing Offer Authority may revoke its delegated authority for the Project Authority to use this Standing Offer. The Project Authority must keep on the project file the following information:

- Original Call-up with Scope of Work
- Contractor's estimate of value of the Call-up, with cost breakdown in accordance with Basis of Payment
- Minutes from precommencement meeting between the Project Authority and the Contractor
- Contractor's Site Specific Safety Plan
- Log of Daily Inspections of Work
- Deficiency Reports
- Final Inspection Report
- Amendments to Scope of Work and Call-up
- All documents related to claims for additional payments, requested by the Contractor.

## 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. Contract Documents Applicable to Call-ups Issued Against the Standing Offer

2.1 The following are the contract documents:

- (a) Contract Page when signed by Canada;
- (b) Annex A Statement of Work
- (c) Annex B Basis of Payment
- (d) Annex C Health and Safety Requirements
- (e) Annex D Periodic Usage Report Form
- (f) Annex E Project Management Forms
- (g) Annex F Insurance Requirements
- (h) General Conditions and clauses
 

GC1 General Provisions	R2810D (2011-05-16);
GC2 Administration of the Contract	R2820D (2011-05-16);
GC3 Execution and Control of the Work	R2830D (2010-01-11);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2550D (2010-01-11);
GC6 Delays and Changes in the Work	R2860D (2008-05-12);
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
GC8 Dispute Resolution	R2884D (2008-05-12);
Insurance	G2001C (2008-05-12);
	G2020C (2008-05-12);
Fair Wages and Hours of Labour - Labour Conditions	R2940D (2010-01-11);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);
- (i) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (j) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (k) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2.2 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: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

2.3 Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: [http://www.hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

2.4 The language of the contract documents is the language of the Bid Form submitted.

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### 3. Limitation of Liability

GC1.6 of R2810D is deleted and replaced with the following:

#### GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of G2001C.
  - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### 4. Term of Contract

#### 4.1 Period of the Contract

The Work must be completed in accordance with the Call-up against the Standing Offer. The Offeror must provide on-site response to Urgent Call-ups within 2 hours from receipt of the Call-up. The Offeror must provide on-site response to all other Call-ups with 2 working days of receipt of the Call-up unless otherwise stated on the Call-up document. Due to the volume of work required by the Identified User the Offeror must be able to respond to multiple urgent and regular Call-ups at the same time.

## 5. Payment

### 5.1 Basis of Payment

Payment will only be made in accordance with the Basis of Payment located in Annex "B". Except for disbursements pre-authorized by the Project Authority, Canada will not pay any charges or fees or any costs which are not specified in Annex "B". Canada will consider invoices from a subcontractor as a disbursement. No mark-up by the prime contractor, will be paid on disbursements.

### 5.2 Limitation of Price

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

### 5.3 Single Payment

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

### 5.4 Payment by Credit Card (To be completed by Canada if applicable).

*The Standing Offer Authority to complete if the Offeror has accepted payment by credit card(s) {Visa, Master Card} as specified by the Offeror under Part 3 of the Request for Standing Offers.*

The following credit card is accepted: \_\_\_\_\_.

### OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each Invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the Invoices, receipts and vouchers for all direct expenses;
- (c) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- (a) The original and three (3) copies must be forwarded to;

Base Construction Engineering Officer  
P.O. Box 1000, Station Main  
Borden, ON L0M 1C0

## 7. Insurance Requirements

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

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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 thirty (30) 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.

## **8. Trade Specification**

All work shall be performed by experienced, skilled trades persons, or registered apprentices.

## **9. Performance Evaluation**

1) Offeror 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 standing offer may be set aside and the Offeror's bidding privileges on future work may be suspended indefinitely.

2) An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

**ANNEX A**

**STATEMENT OF WORK**



DEPARTMENT OF NATIONAL DEFENCE  
BASE CONSTRUCTION ENGINEERING  
CANADIAN FORCES BASE BORDEN

SPECIFICATION

**DUCT CLEANING SYSTEMS**

**VARIOUS BUILDINGS**



**DIVISION 1 - GENERAL REQUIREMENTS****PART 1 - GENERAL INSTRUCTIONS****1.1 DESCRIPTION OF WORK**

- .1 The work of this Standing Offer comprises the furnishing of all labour, materials and equipment to clean ventilation system ductwork and dryer vents in various Base buildings.

**1.2 LOCATION OF THE SITE**

- .1 CFB Borden is located on County Road 90, 23 km west of Barrie, Ontario.

**1.3 SITE ACCESS**

- .1 Upon entering the Base, the Contractor has voluntarily consented to a search of his vehicle and its contents while on any part of CFB Borden and said military establishments, by the Base Commander or person designated by him.
- .2 The purpose of any search conducted is to ensure the security of CFB Borden and said military establishments, and/or material or classified information belonging to the Canadian Armed Forces.

**1.4 STANDARDS**

- .1 Throughout the various sections of this specification, reference is made to technical standards. These standards will be considered an integral part thereof and must be read in conjunction with the drawings and specifications as if they were reproduced herein. The Contractor must, therefore, be fully familiar with their contents and requirements. The latest editions of all standards will be applicable unless a specifically dated edition is mentioned.
- .2 When reference is made to certain drawings, catalogues, or similar related data as published by equipment suppliers, the Contractor to be solely responsible for obtaining these from the described sources.

**1.5 CODES**

- .1 Perform work in accordance with the latest editions of the National Building Code of Canada and any other code of Provincial or local application provided that, in any case of conflict or discrepancy, the more stringent requirements will apply.

- .2 Meet or exceed requirements of contract documents, specified standards, codes and referenced documents.

#### 1.6 ACCEPTABILITY OF MATERIALS

- .1 The acceptance of materials other than those specified must be determined by the Service Site Authority, hereinafter referred to as SSA.
- .2 Requests for acceptance of non-specified materials must be submitted in writing to:  
Base Construction Engineering Officer  
CFB Borden  
P.O. Box 1000, Station Main  
Borden, ON L0M 1C0.  
The request must be supported with sufficient information to enable the SSA to make an assessment.

#### 1.7 CONDITIONS OF WORK

- .1 Hours of work will be from 0730 hrs to 1600 hrs, Monday through Friday. If for any valid reason other working hours are necessary, arrangements must be made with the SSA two working days in advance.
- .2 Confine operations, storage of materials and operation of workmen to limits indicated by the SSA and not unreasonably encumber the site. Materials and garbage containers to be located beyond 5 metres from any building.

#### 1.8 TEMPORARY SERVICES

- .1 Existing sources of water and electricity can be made available to the Contractor at no charge, subject to the conditions of para 2 below. Conversions or alterations to existing sources of water to meet construction requirements are the responsibility of the Contractor.
- .2 The points of delivery and limits on amount available will be determined on site by the SSA whose written permission must be obtained before any connection is made.

#### 1.9 SAFETY STANDARDS

- .1 Contractors working within the confines of military establishments controlled by CFB Borden must abide by the safety standards applicable to their business as required by

the statutes/rules of the Province of Ontario and the Occupational Health and Safety Act.

### 1.10 METRIC CONVERSION

- .1 Where design requirements, materials, etc. are specified in the Imperial System and only Metric products are available, the design criteria (performance characteristics, quality, etc.) of the items to be used must be equal to or must exceed those specified.

### 1.11 WORKMANSHIP

- .1 All work must be done by qualified personnel recognized by the Ontario Department of Labour in the various trades. Workers must be able to produce certification of journeymen tradesperson upon request at anytime during the period of the contract.
- .2 Workmanship to be of a uniform high quality and in accordance with standard practice. All work to be completed to the satisfaction and approval of the SSA.

### 1.12 CLEAN UP

- .1 Remove debris daily to the Base Landfill Site 3kms south of the Alliston Gate. The work site must be left clean and tidy upon completion, to the satisfaction of the SSA.
- .2 The Contractor must obtain permission to use Base Landfill Site. Permit forms can be obtained from the SSA. Contractors must adhere to landfill site restrictions and specified dumping areas.
- .3 All materials must be separated into the following categories:
- .1 Clean wood products (ie. branches, logs, etc.)
  - .2 Dirty wood products (ie. building lumber with nails, metal, etc. attached)
  - .3 Concrete (max size 600mm x 600mm)
  - .4 Asphalt
  - .5 Domestic garbage
  - .6 Cardboard
  - .7 Leaves, grass clippings, etc.
  - .8 Asbestos materials
  - .9 Metal products
  - .10 Sand, fill materials
- Anyone not complying with the landfill site restrictions will have their Dumping Permit revoked.

- .4 The Contractor will be responsible for disposing and removing any hazardous materials, in accordance with the approved legislation and guidelines, at his own expense.

#### 1.13 MARKING BURIED SERVICES

- .1 Before the Contractor commences any excavating he must contact the SSA for a "Digging Permit". Contractor is responsible for coordination of all utility locates.

#### 1.14 PROVISION FOR TRAFFIC

- .1 The Contractor must at all times carry on the work in a manner that will create the least interference with traffic consistent with the performance of the work.
- .2 Traffic through the construction zone will be controlled by and at the expense of the Contractor, by the provision, erection and maintenance of such signs, delineators, barricades, lanterns and flashing lights, and by the provision of such flagmen as are required for the proper notification and protection of the Public.
- .3 Where shutdown of the traffic flow is necessary in order to complete the work, the Contractor (in conjunction with the SSA) must establish, provide and sign detours as required to safely move the traffic.

#### 1.15 DAMAGE TO EXISTING FACILITIES

- .1 The Contractor must take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused by the Contractor will be made good by him without undue delay.
- .2 Equipment damaged or lost while in the Contractor's possession must be repaired or replaced by him at his expense without undue delay.

#### 1.16 SAFETY PRECAUTIONS - CFAD

- .1 Contractors working within the Ammunition Storage Compound must abide by the CFAD Regulations which do not permit smoking or carrying an ignition source on their person. Cigarettes, matches, electric watches, etc must be left in the custody of the Commissionaire at the entry gate.

1.17 SHOP DRAWINGS,  
PRODUCT DATA AND  
SAMPLES

- .1 Submit to SSA for review, shop drawings product data and samples specified.

1.18 OPERATING AND  
MAINTENANCE DATA

- .1 On completion of project submit to SSA, 2 copies of Operating and Maintenance Data in English.

1.19 RECORD  
DRAWINGS

- .1 Maintain project record drawings and record accurately in red deviations from Contract documents. On completion of project submit record drawings to SSA.

PART 2 - SAFETY REQUIREMENTS

2.1 FIRE DEPARTMENT  
BRIEFING

- .1 The SSA to coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

2.2 REPORTING FIRES

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
- .1 Activate nearest fire alarm box, or
- .2 Telephone 911.
- .3 Person activating fire alarm box to remain at the box to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

2.3 INTERIOR AND  
EXTERIOR FIRE  
PROTECTION AND  
ALARM SYSTEMS

- .1 Fire protection and alarm systems must not be:
- .1 Obstructed
- .2 Shut-off

.3 Left inactive at the end of a work day or shift without notification and authorization from the SSA or his representative.

.2 Fire hydrants, standpipes and hose systems must not be used for other than fire fighting purposes unless authorized by the SSA.

#### 2.4 FIRE EXTINGUISHERS

.1 The Contractor to supply fire extinguishers, as scaled by the SSA, necessary to protect, in an emergency, the work in progress and the Contractors physical plant on site.

#### 2.5 INSTALLATION AND/OR REPAIR OF ROOF TO INCLUDE CONTRACTORS PHYSICAL PLANT AT SITE

.1 The Contractor to notify the Fire Chief of the location of any asphalt kettles and the dates that the kettles will be in use. The Contractor, in the course of roofing work, to ensure that he and/or his personnel use and take the following precautions:

.1 Use only kettles equipped with thermometers or gauges in good working order.

.2 Locate kettles in a safe place outside of building or, if approved by SSA and/or Fire Chief, on non-combustible roof. Locate to avoid danger of igniting combustible material below.

.3 Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Fire extinguisher to be provided as required in 2.4.

.4 Prior to start of work demonstrate container capacities to SSA and/or Fire Chief.

.5 Use only glass fibre roofing mops.

.6 Used roofing mops must not be left unattended on roof and must be stored away from building and combustible materials.

.7 All roofing materials must be stored in locations no closer than 5m to any structures, and a minimum of 5m for kettle.

#### 2.6 BLOCKAGE OF ROADWAYS

.1 The SSA to be advised of any work that would impede fire apparatus response. This includes violation of minimum

overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

## 2.7 SMOKING PRECAUTIONS

- .1 Smoking is prohibited in all work places within DND buildings.
- .2 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.

## 2.8 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 The burning of rubbish is prohibited unless approved by the SSA.
- .3 Removal:
  - .1 All rubbish to be removed from the work site at the end of the work day or shift or as directed.
- .4 Storage:
  - .1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
  - .2 Greasy or oily rags or materials subject to spontaneous combustion must be deposited and kept in an approved receptacle and removed as required.

## 2.9 FLAMMABLE LIQUIDS

- .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the SSA.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids must not be carried out in the vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline must not be used as solvents or cleaning agents.

- .6 Flammable waste liquids, for disposal, must be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the SSA is to be notified when disposal is required.

## 2.10 HAZARDOUS SUBSTANCES

- .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 must be in accordance with the National Fire Code of Canada.
- .2 The SSA 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. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers must be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch will be at the discretion of the SSA. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethane are to be used, proper ventilation must be assured and all sources of ignition are to be eliminated. The SSA is to be informed prior to and at the cessation of such work.

## 2.11 ASBESTOS DISCOVERY

- .1 Demolition of asbestos can be hazardous to health. Should material resembling asbestos be encountered in course of demolition work, stop work and notify SSA immediately. Do not proceed until written instructions have been received from SSA.
- .2 Asbestos inventory report will be made available for inspection from the SSA.

## PART 3 – CONTRACT INFORMATION

### 3.1 MATERIALS

- .1 Materials and parts used to be those specified by the manufacturer of the equipment.

- 
- .2 If, in an emergency, the Contractor installs parts other than those specified, he must replace them with specified parts before claiming payment. No claim for other than specified parts to be made.
  - .3 All replaced parts and materials not under warranty, whether serviceable or unserviceable to be returned to the SSA on completion of work.

### 3.2 TEMPORARY STRUCTURES

- .1 The Contractor must furnish and maintain all equipment, such as, temporary stairs, ramps, ladders, scaffolds, hoists, etc., as may be required for the proper execution of the work.
- .2 Temporary Structures erected by the Contractor to remain his property and must be removed by him from the site on completion of the work.
- .3 DND elevating devices will not be available at CFB Borden for Contractor use.

### 3.3 SALVAGE

- .1 The Contractor must not remove any salvageable material or equipment from the job without the permission of the SSA.

### 3.4 ALTERATIONS AND SUBSTITUTION

- .1 The Contractor must not make any changes in the design and installation of fixtures without prior written authority from the SSA.

**DIVISION 15 - MECHANICAL****PART 1 - GENERAL****1.1 GENERAL**

- .1 Division 1 - General Requirements of this Specification must apply and govern all phases of the work hereinafter specified.

**1.2 WORK INCLUDED**

- .1 The work under this contract comprises furnishing of all labour, materials and equipment to clean ventilation system ductwork and dryer vents in various Base buildings as requested.

**PART 2 - PRODUCTS****2.1 EQUIPMENT**

- .1 Equipment to be truck mounted vacuum unit, minimum suction velocity 15000 CFM.
- .2 Compressed air unit, minimum pressure 200 psi.

**PART 3 - EXECUTION****3.1 EXECUTION**

- .1 Vacuum to be attached to furnace or return air plen.
- .2 Compressed air driven steel ball to be used to dislodge caked residue inside of duct.
- .3 Compressed air to be used to clean diffusers and registers.
- .4 On insulated ducts and large duct systems, hand vacuuming will be required.
- .5 Cutting and supplying of duct access panels and ports.
- .6 The sealing of ducting systems may be required.

**3.2 WORK EXCLUDED**

- .1 Replacement of ductwork.
- .2 Repairs to existing ductwork.

---

**ANNEX B****BASIS OF PAYMENT**

The Offeror must provide firm pricing for all items. The format of the Pricing must not be altered except for the addition of numbers in all of the blank spaces. Pricing must not be indexed to any currency exchange rates or commercial index.

All prices are firm net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be FOB destination(s) indicated, including all delivery charges. GST/HST shall not be included in pricing and shall be shown as a separate item on invoices.

The Service Call pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all travelling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

Urgent Service Call pricing shall be used when service is required within 2 hours of the time the Call up is authorized.

The Labour pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

Regular Hours are between 7:30 a.m. to 4:00 p.m. Monday to Friday excluding Statutory Holidays.

Parts and material that is not free issue will be supplied by Contractor at the laid down price plus a markup. The mark up is to include all invoice costs, overhead costs, transportation costs, exchange charges, customs, duty, and brokerage charges. GST/HST will be extra.

Pricing Periods for this requirement shall be:

Year 1 is from April 01, 2012 to March 31, 2013

(Option) Year 2 is from April 01, 2013 to March 31, 2014

**PRICING BASIS B-1**

*The estimated usage's provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usage's expected or any commitment on the part of the Crown.*

**YEAR 1 PRICING PERIOD: FROM APRIL 01, 2012 TO MARCH 31, 2013****A. Service Calls**

Item	Description	Est. Usage	Tradesman	Helper
1	During regular working hours (Monday to Friday)	800 hrs.	\$_____ / hr	\$_____ / hr
2	Outside regular working hours (Monday to Saturday)	200 hrs.	\$_____ / hr	\$_____ / hr
3	Sunday and Stat. Holidays (Monday to Saturday)	60 hrs.	\$_____ / hr	\$_____ / hr

**B. Labour (Labour ONLY in addition to article A)**

Item	Description	Est. Usage	Tradesman	Helper
1	During regular working hours (Monday to Friday)	800 hrs.	\$_____ / hr	\$_____ / hr
2	Outside regular working hours (Monday to Saturday)	200 hrs.	\$_____ / hr	\$_____ / hr
3	Sunday and Stat. Holidays (Monday to Saturday)	60 hrs.	\$_____ / hr	\$_____ / hr

**C. Additional Work (inspection ports are to be provided and installed; and sealing inside and out in ducting system)**

Item	Description	Unit of Measure	Price
1	Port	12" x 12"	\$_____ / unit size
2	Port	8" x 8"	\$_____ / unit size
3	Port	6" x 6"	\$_____ / unit size
4	Sealing	square foot	\$_____ / sq. foot

**PRICING BASIS B-2**

*The estimated usage's provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usage's expected or any commitment on the part of the Crown.*

**YEAR 2 PRICING PERIOD: FROM APRIL 01, 2013 TO MARCH 31, 2014****A. Service Calls**

Item	Description	Est. Usage	Tradesman	Helper
1	During regular working hours (Monday to Friday)	800 hrs.	\$_____ / hr	\$_____ / hr
2	Outside regular working hours (Monday to Saturday)	200 hrs.	\$_____ / hr	\$_____ / hr
3	Sunday and Stat. Holidays (Monday to Saturday)	60 hrs.	\$_____ / hr	\$_____ / hr

**B. Labour (Labour ONLY in addition to article A)**

Item	Description	Est. Usage	Tradesman	Helper
1	During regular working hours (Monday to Friday)	800 hrs.	\$_____ / hr	\$_____ / hr
2	Outside regular working hours (Monday to Saturday)	200 hrs.	\$_____ / hr	\$_____ / hr
3	Sunday and Stat. Holidays (Monday to Saturday)	60 hrs.	\$_____ / hr	\$_____ / hr

**C. Additional Work (inspection ports are to be provided and installed; and sealing inside and out in ducting system)**

Item	Description	Unit of Measure	Price
1	Port	12" x 12"	\$_____ / unit size
2	Port	8" x 8"	\$_____ / unit size
3	Port	6" x 6"	\$_____ / unit size
4	Sealing	square foot	\$_____ / sq. foot

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## ANNEX C

### HEALTH AND SAFETY REQUIREMENTS

Company's Safety plan is to include:

1. Safety Policy Statement including:
  - a. What a safety plan is
  - b. Why is it necessary
  - c. Who is it for
  - d. When does it apply
  - e. Where does it apply
2. General Policy to include:
  - a. How will this policy be achieved including:
    1. Training
    2. Discipline
    3. Refreshers

b. A process on how the company will keep their personal up to date on the job site (Tailgate briefings) with a deliverable of the minutes given to the Project or Technical Authority on a monthly basis utilizing appendix A.
4. A process on dealing with and reporting of injury's on the job site.
5. A process on dealing with subcontractors, suppliers and visitors in reference to Safety and access control.
6. Company standards on Personal Protective Equipment:
  - a. How they are maintained
  - b. Who is responsible
  - c. What they are responsible for
7. Note if your company has a safety committee and who they are.
8. An organizational chart on who is responsible for what (on the job site).

**ANNEX C - APPENDIX "A"****CONTRACTOR SITE SAFETY BRIEFING**

Ensuring Safety on the work site for all who are at Government of Canada Sites

Purpose: Contractors have a legal responsibility to provide a safe work environment for their employees.

Therefore, the purpose of this checklist is to identify the essential equipment and /or procedures necessary to also promote such an environment for Federal Government personnel, while working on site.

**PART 1 - GENERAL DATA**

Project Title #: \_\_\_\_\_

Date: \_\_\_\_\_  
dd / mm / yy

Project OPI: \_\_\_\_\_

Work Order #: \_\_\_\_\_

Civic Address: \_\_\_\_\_

Requisition #: \_\_\_\_\_

Certification required for project \_\_\_\_\_  
\_\_\_\_\_**PART 2 - SAFETY EQUIPMENT**

Safety equipment is considered the responsibility of the Contractor. The following equipment will be held on all job sites:

 Fire Extinguisher (Type) & Location Hazard Warning Signs (location)

\_\_\_\_\_

\_\_\_\_\_

 First Aid Kit (location) Physical Barriers/Visual Warnings (location)

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_**PART 3 - PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Check for the following approved PPE, to be provided by the Contractor as required, for specific worksite:

 Head Protection Skin Protection

\_\_\_\_\_

\_\_\_\_\_

 Respiratory protection Hazard specific gloves/clothing

\_\_\_\_\_

\_\_\_\_\_

 Hearing Protection Trenching/shoring equipment

\_\_\_\_\_

\_\_\_\_\_

 Foot/leg protection Fall arrest equipment

\_\_\_\_\_

\_\_\_\_\_

 Eye protection Emergency rescue/extraction

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

File No. - N° du dossier

TOR-1-34443

CCC No./N° CCC - FMS No/ N° VME

equipment. (location)

\_\_\_\_\_

Comments:

\_\_\_\_\_

**PART 4 - SAFETY PROCEDURES AND TRAINING**

As required to on specific work sites, the contractor must have:

- |   |   |
|---|---|
| <input type="checkbox"/> Confined Space Entry Permit<br>_____               | <input type="checkbox"/> Hazard Containment procedures<br>_____         |
| <input type="checkbox"/> Confined Space Entry Training<br>_____             | <input type="checkbox"/> Working alone communication protocols<br>_____ |
| <input type="checkbox"/> De-energizing/Blanking procedures<br>_____         | <input type="checkbox"/> WHMIS compliance training<br>_____             |
| <input type="checkbox"/> Lock out/Tag out procedures<br>_____               | <input type="checkbox"/> Documented Safety plan/program<br>_____        |
| <input type="checkbox"/> On site Standard First Aid Qualification.<br>_____ | <input type="checkbox"/> Other _____                                    |

Comments:

\_\_\_\_\_

**PART 5- SIGNATORY BLOCK**

I, \_\_\_\_\_, employed by \_\_\_\_\_, have  
(Contractor's name Printed) (Contractor's Company)

discussed the safety considerations noted on the above date.

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
date

\_\_\_\_\_  
signature for Canada

\_\_\_\_\_  
date

Names of workers briefed:

\_\_\_\_\_

\_\_\_\_\_

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34443

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W0113-110750

CCC No./N° CCC - FMS No/ N° VME

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Any other paper work required for this safety document can be made as an attachment to this document.

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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W0113-110750

File No. - N° du dossier

TOR-1-34443

CCC No./N° CCC - FMS No/ N° VME

**ANNEX "C" - APPENDIX "B"**

**HEALTH AND SAFETY RISK ASSESSMENT FORM**

Call-up #	Standing Offer #
<b>Does this contract include high risk work or installations? Check boxes that apply</b>	
a) exposure to unexploded ordinance	<b>Yes</b>
b) excavation	<b>Yes</b>
c) exposure to high voltage/ arc flash	<b>Yes</b>
d) working at heights	<b>Yes</b>
e) working in confined space Confined space entry permit (BCE HASP 3.7) must be completed and put on file prior to entry	<b>Yes</b>
f) hot work	<b>Yes</b>
g) working with chemicals	<b>Yes</b>
h) traffic control	<b>Yes</b>
i) exposure to pressure vessels	<b>Yes</b>
j) Requirement to lock out potential energy sources, electrical, pressurized gas, liquid or steam	<b>Yes</b>
k) Exposure to Asbestos, Lead Paint, Biological substances or other designated substances	<b>Yes</b>
l) Other: [Describe risk]	<b>Yes</b>
<p>If yes is answered to any of the above, a copy of the project specific safety plan from the contractor must be provided with this call-up request and this form must be signed by the Project Authority's Supervisor. This form must remain on the project file.</p> <p><b>For Contracts Section Use Only</b></p> <p>Signing the section below signifies that the Project Authority has examined the risks and the Call-up complies with: all terms and conditions of applicable PWGSC documents; the Financial Administrative Act; applicable Construction Safety Regulations and; the Occupational Health and Safety Act as it applies to Project Owners.</p>	
Signature of Project Authority: _____ Dated: _____	
Signature of Supervisor: _____ Dated: _____	

Solicitation No. - N° de l'invitation

W0113-110750/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor003

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

W0113-110750

File No. - N° du dossier

TOR-1-34443

CCC No./N° CCC - FMS No/ N° VME

**ANNEX D**

**PERIODIC USAGE FORMS**

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

Return to:

Public Works and Government Services Canada	(905) 615-2060
<i>Name</i>	<i>Fax</i>

at:

Public Works and Government Services Canada  
 Acquisitions Branch Ontario Region  
 33 City Centre Dr.  
 Mississauga, Ontario  
 L5B 2N5

**REPORT ON THE VOLUME OF BUSINESS**

SUPPLIER: \_\_\_\_\_

REPORT FOR THE PERIOD ENDING: \_\_\_\_\_

Description of Work	Call up #	Total Billing

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

**PREPARED BY:**

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

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

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



**Final Inspection Sign-Off Sheet (Service)**

Project #:

Standing Offer #:

Call-up #:

Originated By:

No.	Description	Accepted: Print name	Date inspection completed	Comments
1	Complies with contract and specifications			
1.a	Complies with National Building Code (NBC)			
1.b	Complies with Canadian Electrical Code (CEC)			
1.c	Complies with National Plumbing Code (NPC)			
1.d	Complies with National Fire Code (NFC)			
1.e	Complies with National Fire Prevention Code (NFPA)			
1.f	Complies with Other applicable standard:			
1.g	Complies with Other applicable standard:			
2	100% of systems, equipment and ancillary devices installed, operate as intended and as per manufacturer's instructions			
3	All administrative deliverables met, approved and are on file (shop drawings, commissioning manuals as built, inspection reports etc...)			
4	Job site and associated mechanical rooms are clean and all waste removed			

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## ANNEX F

### INSURANCE REQUIREMENTS

#### Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract. (Contracting officers must insert the applicable options below and renumber accordingly.)
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

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

(r) 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.

## **Automobile Liability**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.