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Solicitation No. - N° de l'invitation

W0113-120011/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor024

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

W0113-120011

File No. - N° du dossier

TOR-2-35009

CCC No./N° CCC - FMS No/ N° VME

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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, if applicable, 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, the Basis of Payment, Health & Safety Requirements, Periodic Usage Report Form, Project Management Forms, and Insurance Requirements Checklist.

2. Summary of Requirement

Work includes the provision of skilled licensed labour, tools, equipment, supervision, and supply and installation of material for Base Power Line Installations and Repairs as detailed in Annex A, entitled Statement of Work, as and when requested by the Canadian Forces Base Borden, Ontario. The following The standing offer will be issued for a -period of one year with an option to extend the period for one additional year. There is no minimum call-up value. Individual call-ups including all amendments and Harmonized Sales Tax, must not exceed \$25,000.00 for the Department of National Defence. 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 resulting Standing Offer is not to be used when multiple trades standing offers or contracts are required to complete the project. The General Contractor Supply Arrangement must be used in place of this Standing Offer when multiple trades 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. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The requirement is limited to Canadian goods and/or services.

3. Security Requirement

There is not a security requirement associated with the requirement of the Standing Offer.

4. 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 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 Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

5. Compliance with Applicable Laws

1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2) For the purpose of validating the certification in paragraph 1) above, an Offeror must, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and must 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 must 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: Financial Offer 1 hard copy

Section II: 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 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: 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 _____

- (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 II: 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 criteria and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

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.

- a. 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.
- b. Offerors must demonstrate that they have at least 5 years of experience in servicing power line installations and repairs.

1.2. Financial Evaluation**1.2.1 Financial Evaluation Criteria**

- a. Offers must be submitted on the Basis of Payment form located in Annex "B". A price (or percentage when applicable) 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.

- b. The extended price will be calculated by multiplying the estimated usage values by the Offeror's corresponding unit price or discount or markup percentage. The evaluated price is the aggregate of all the extended prices for all pricing periods.

Selection

The compliant 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 Buy and Sell Website. For non-Internet registration, suppliers may contact the Buy and Sell InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

1.3 Federal Contractors Program - Over \$25,000.00 and below \$200,000.00

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;
- (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.

1.5.2 Copy of companys most recent, signed Health and Safety General Plan

1.5.3 A copy of companys WSIB Clearance Certificate

1.5.4 A copy of all applicable trades certificates as detailed in the specification. (e.g. Certificate of Qualification for each tradesman and proof of registration in the Apprenticeship program for all apprentices, Halocarbon Certificate, Fall arrest, Confined Space etc.)

PART 6 - INSURANCE REQUIREMENTS

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex 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. 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 Work as detailed in Annex A, entitled Statement of Work, at CFB Borden. The Standing Offer may not be used for medium to high risk construction projects without approval as detailed in article 14. 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 General Contractor Supply Arrangement must be used in place of this Standing Offer when multiple trades 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. Security Requirement

There is not a security requirement associated with the requirement of the Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

3.1 General Conditions

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

3.2 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 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31;
 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than thirty (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 against the Standing Offer is from date of award to 31 May 2013 inclusive with an option to extend the period for one additional year.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Debbie Gill
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Ontario Region
 Address: 33 City Centre
 Mississauga, Ontario L5B 2N5
 Telephone: (905)615-2062
 Facsimile: (905)615-2060
 E-mail address: debbie.gill@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

(Fill in).

Name: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Call-up Procedures

The Identified Users may only place call-ups with the Standing Offer holder for the work.

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 electronic document.

8. Limitation of Call-ups

Individual call-ups including all amendments and Harmonized Sales Tax must not exceed \$25,000.00 for the Department of National Defence.

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 Requirement
- k) the Offeror's offer _____ (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, Estimates, dated 2006-08-15;
A9062C, Canadian Forces Site Regulations, dated 2010-01-11;
A9068C, Government Site Regulations, dated 2010-01-11.

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 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 Contractors Work throughout the duration of the project for compliance with the call-up and the safety procedures in the Contractors 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
- Contractors 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) Drawings and Specifications;
- (i) 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)
GC9 Insurance	R2590D (2011-05-16);
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);
Schedules of Wage Rates for Federal Construction Contracts;	
(j) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;	
(k) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and	
(l) 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.rhdcc-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

3. Limitation of Liability

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

GC1.6 Indemnification by the Contractor

- 1) The Contractor must 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 must 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 R2910D.
 - 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 4 hours from receipt of the call-up. The Offeror must provide on-site response to all other call-ups with 4 working days of receipt of the call-up unless otherwise stated on the call-up document.

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

5.5 Payment by Credit Card

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;

2. Invoices must be distributed as follows:

-
- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

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. Performance Evaluation

8.1 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.

8.2 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.

9. Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

10. SACC Manual Clauses

G1005C (2008-05-12) Insurance
A9062C (2011-05-16) Canadian Forces Site Regulations
M3800C (2006-08-15) Estimates

ANNEX A STATEMENT OF WORK

1. Statement of Work

The contractor must provide all labour, tools, equipment and transportation required for the Installations and Repairs to Overhead and Underground Power Lines and Power Equipment for the Department of National Defence (DND), Tech Services Construction Engineering at CFB Borden, Borden, Ontario, Canada on an as and when requested basis during the period of the Standing Offer.

2. Background

Base Construction Engineering Unit is responsible for the installation and maintenance of the Base electrical power distribution system which includes overhead and underground power lines, transformers, transformer sub-stations and all other associated equipment located at CFB Borden, Ontario. In the performance of this responsibility, there exists a power utilities requirement, specifically, a licensed power line company, with qualified power linemen and power line equipment to execute service call-ups on a Standing Offer (SO) in support of Base in the eventuality of Base power outages or scheduled projects due to the limited availability of Base manpower and equipment.

3. Objective

The contractor will be responsible for installations, to include material, labour and equipment for assigned projects. Further, when requested, to supply labour and equipment to install and or repair electrical distribution equipment at CFB Borden while adhering to the codes, standards and procedures listed in the references.

4. Scope

To provide qualified Ontario Licensed Power Linemen c/w all required tools and equipment to install and repair electrical power distribution equipment, including but not limited to, transformer stations, pole and pad mounted transformers, pole line hardware, grounding, switches and cut-outs for **live line tool** work up to 44KV and **rubber glove** work up to 15KV class as directed by the Base CE Electrical Line Team Supervisor or in accordance with supplied drawings and specifications.

5. Trade Certificates

The Contractor will ensure that all personnel performing the Work are licensed to work in the Province of Ontario. Contractors must provide copies of certificates and proof of certifications when and requested by the Project Authority.

6. References (Latest Editions)

CAN/CSA C22.1-06 Canadian Electrical Code, Part 1 and all Local Amendments (CEC);

CSA C22.3 No. 1-06 Overhead Systems;

CSA C22.3 No. 7-06 Underground Systems;

Ontario Electrical Safety Authority Code (ESA);

National Building Code (NBC); and

Other applicable codes.

7. Tasks

- (i) The contractor must provide sufficient licensed power linesmen, material and equipment to perform all requested work.
- (ii) The contractor must be required to hire additional qualified and licensed power linesmen to ensure the assigned workload or projects do not exceed their capacity to complete the project work within a 4 week period after notification.
- (iii) The contractor must repair and restore power to Base infrastructure as directed by Base CE Electrical Line Team Supervisor.
- (iv) The contractor must provide licensed power Linesmen to assist existing Base CE Electrical Line Team staff as required.
- (v) The contractor must provide licensed power Linesmen and equipment to perform new installations as required.
- (vi) The contractor must inform and co-ordinate their work with the Base CE Electrical Line Team Supervisor for timings and transformer station access.
- (vii) The contractor must only take instructions from the Base CE Electrical Line Team Supervisor, any other none approved work changes or alterations including material or equipment must be corrected or replaced entirely at the contractors expense/cost.
- (viii) The contractor to carry out all tasks in accordance with all established safety procedures and references noted above.

8. Deliverables

- (i) The Contractor must supply as requested, within a 4 hour period after notification, qualified and licensed power linesmen, equipment and material and perform the work either with supplied drawings and specification or under the direction and co-ordination of the Base Electrical Line Team supervisor or standby linesman.
- (ii) The Contractor must supply all equipment to include standard personal protective equipment (PPE), properly rated and tested high voltage gloves, hot sticks, blankets, etc., bucket truck(s), ladders, grounding connectors and cable and all other required equipment to perform all requested work.
- (iii) Any deviation from the specifications, drawings, directions or references must be approved prior to installation by the Base Electrical Line Team Supervisor and forwarded to CE contracts.

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(v) All installations are to be tested, inspected and accepted by the Base Electrical Line Team Supervisor or Foreperson and the Service Site Authority and any deficiencies to be rectified at the Contractors cost.

(vi) The contractor must supply As-Built drawings no later than submission of the invoice for all electrical repairs, modifications and installations for all call-ups against the SOA.

(vii) The contractor must supply an Electrical Safety Authority (ESA) Certificate of Inspection for connection orders and all work requiring an ESA inspection no later than 14 calendar days after submission of invoice.

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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 must not be included in pricing and must 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 traveling 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 must be used when service is required within 4 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 7:00 a.m. to 4:300 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 must be:
from date of issue to 31 May 2013.

ANNEX B-1 BASIS OF PAYMENT

From date of issuance to 31 May 2013

A. SERVICE CALLS The Contractor will be paid for the emergency calls detailed below which includes one hour of on site productive labour, travel expenses and other overhead costs. If the call-up exceeds one (1) day, no additional call-up rate will apply. Service call charges will not be applied if the Contractor is already on-site for other work:

	<u>Estimated Usage</u>	Linesman
1. During regular working hours (Monday to Saturday)	4 calls	\$_._/call
2. Outside regular working hours (Monday to Saturday)	4 calls	\$_._/call
3. Sunday & Statutory Holidays		\$_._/call

B. LABOUR, only in addition to A above:

		Linesman
1. During regular working hours (Monday to Saturday)	500 hours	\$_._/hour
2. Outside regular working hours (Monday to Saturday)	350 hours	\$_._/hour
3., Sunday & Statutory Holidays		\$_._/hour

Regular working hours must be defined as 07:00 a.m. to 04:30 p.m., Monday to Saturday inclusive, excluding statutory holidays.

C. MATERIAL AND REPLACEMENT PARTS

Material and replacements parts supplied by the Contractor (other than free issue) will be priced at the Contractors laid down cost plus a mark-up of _____% (estimated \$2,500.00).

D. INCIDENTAL MATERIALS Laid Down Cost Mark-up

For the purpose of this solicitation and any subsequent Standing Offer or Contract, Laid Down Cost must be defined as: The cost incurred by a supplier to acquire a specific product or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. The Mark-up includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit. (estimated \$1,000.00)

ANNEX B-2 BASIS OF PAYMENT

Option Year - 1 June 2013 to 31 May 2014

A. SERVICE CALLS The Contractor will be paid for the emergency calls detailed below which includes one hour of on site productive labour, travel expenses and other overhead costs. If the call-up exceeds one (1) day, no additional call-up rate will apply. Service call charges will not be applied if the Contractor is already on-site for other work:

	<u>Estimated Usage</u>	Linesman
1. During regular working hours (Monday to Saturday)	4 calls	\$_._/call
2. Outside regular working hours (Monday to Saturday)	4 calls	\$_._/call
3. Sunday & Statutory Holidays		\$_._/call

B. LABOUR, only in addition to A above:

		Linesman
1. During regular working hours (Monday to Saturday)	500 hours	\$_._/hour
2. Outside regular working hours (Monday to Saturday)	350 hours	\$_._/hour
3., Sunday & Statutory Holidays		\$_._/hour

Regular working hours must be defined as 07:00 a.m. to 04:30 p.m., Monday to Saturday inclusive, excluding statutory holidays.

C. MATERIAL AND REPLACEMENT PARTS

Material and replacements parts supplied by the Contractor (other than free issue) will be priced at the Contractors laid down cost plus a mark-up of _____% (estimated \$2,500.00).

D. INCIDENTAL MATERIALS Laid Down Cost Mark-up

For the purpose of this solicitation and any subsequent Standing Offer or Contract, Laid Down Cost must be defined as: The cost incurred by a supplier to acquire a specific product or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. The Mark-up includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit. (estimated \$1,000.00)

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).

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Comments: _____

PART 4 - SAFETY PROCEDURES AND TRAINING

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

Confined Space Entry Permit _____	Hazard Containment procedures _____
Confined Space Entry Training _____	Working alone communication protocols _____
De-energizing/Blanking procedures _____	WHMIS compliance training _____
Lock out/Tag out procedures _____	Documented Safety plan/program _____
On site Standard First Aid Qualification. _____	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:

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

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ANNEX C, APPENDIX B, HEALTH AND SAFETY RISK ASSESSMENT FORM

Call-up #	Standing Offer #
Does this contract include high risk work or installations? Check boxes that apply	

a) exposure to unexploded ordinance	
b) excavation	
c) exposure to high voltage/ arc flash	
d) working at heights	
e) working in confined space Confined space entry permit (BCE HASP 3.7) must be completed and put on file prior to entry	
f) hot work	
g) working with chemicals	
h) traffic control	
i) exposure to pressure vessels	
j) Requirement to lock out potential energy sources, electrical, pressurized gas, liquid or steam	
k) Exposure to Asbestos, Lead Paint, Biological substances or other designated substances	
l) Other: [Describe risk]	

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 Authoritys Supervisor. This form must remain on the project file.

For Contracts Section Use Only
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.

Signature of Project Authority: _____ Dated: _____

Signature of Supervisor: _____ Dated: _____

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ANNEX D, Periodic Usage Report Form

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

Return to:

Public Works and Government Services Canada	(905)615-2060	debbie.gill@pwgsc.gc.ca
<i>Name</i>	<i>Fax</i>	

at:

Public Works and Government Services Canada
Acquisitions Branch Ontario Region
33 City Centre Drive - Suite 480
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 manufacturers 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			

ANNEX "F", INSURANCE REQUIREMENTS

For work taking place on the airside of an airport, GC9.3 should be substituted with Aviation Liability Insurance (G2030C). For work done from a floating plant or with a dredge, CGL should be substituted with Marine Liability Insurance (G5003C)].

Insurance

GC 9.1 General

- 1) The Offeror must, at the Offeror's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein.
- 2) The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Offeror.

GC 9.2 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Offeror must deposit with Canada a Certificate of Insurance (form PWGSC-TPSGC 357) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>), available on Public Works and Government Services Canada Web site.
- 2) Upon request by Canada, the Offeror must provide originals or certified true copies of all contracts of insurance maintained by the Offeror pursuant to the provisions contained herein.
- 3) The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

GC9.3 Commercial General Liability

- 1) The insurance coverage provided must not be less than that provided by IBC Form 2100, as amended from time to time, and must have an Each Occurrence Limit of not less than \$5,000,000.
- 2) The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
 - (a) Blasting.
 - (b) Pile driving and caisson work.
 - (c) Underpinning.
 - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- 3) The policy must insure the Contractor and must include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work. 4) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.