

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**  
 Bid Receiving Public Works and Government  
 Services Canada/Réception des soumissions Travaux  
 publics et Services gouvernementaux Canada  
 PO Box 1408 , Room 100  
 167 Lombard Ave.  
 Winnipeg  
 Manitoba  
 R3C 2Z1  
 Bid Fax: (204) 983-0338

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)  
 Offre à commandes individuelle du département(OCID)

The referenced document is hereby revised; unless  
 otherwise indicated, all other terms and conditions of  
 the Offer remain the same.

Ce document est par la présente révisé; sauf  
 indication contraire, les modalités de l'offre demeurent  
 les mêmes.

**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 -  
 Western Region  
 P.O. Box 1408, Room 100  
 167 Lombard Ave.  
 Winnipeg  
 Manitoba  
 R3C 2Z1

<b>Title - Sujet</b> S/O - Mechanical Systems Repair	
<b>Solicitation No. - N° de l'invitation</b> W4M00-09Y910/A	<b>Date</b> 2012-05-10
<b>Client Reference No. - N° de référence du client</b> W4M00-09Y910	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> PWZ-8-25529 (104)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWZ-104-8041	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2012-05-07	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-25</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sarna, Crystal	<b>Buyer Id - Id de l'acheteur</b> pwz104
<b>Telephone No. - N° de téléphone</b> (204) 983-4247 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

**DEPARTMENT OF NATIONAL DEFENCE  
WINNIPEG  
STANDING OFFER FOR  
MECAHNICAL SYSTEMS REPAIRS  
YELLOWKNIFE, NT**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Health & Safety
4. Debriefings

**PART 2 - INSTRUCTIONS TO OFFERORS**

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

**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 - Annex E
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. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. Status of Availability of Resources

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

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Buyer ID - Id de l'acheteur

pwz104

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

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File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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## 14. Estimates

### B. RESULTING CONTRACT CLAUSES

#### General Conditions:

(i) GC1 General Provisions	R2810D (2011-05-16);
(ii) GC2 Administration of the Contract	R2820D (2011-05-16);
(iii) GC3 Execution and Control of the Work	R2830D (2010-01-11);
(iv) GC4 Protective Measures	R2840D (2008-05-12);
(v) GC5 Terms of Payment	R2550D (2010-01-11);
(vi) GC6 Delays and Changes in the Work	R2865D (2008-05-12);
(vii) GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
(viii) GC8 Dispute Resolution	R2884D (2008-05-12);
(ix) GC9 Insurance	R2590D (2011-05-16);

#### Supplementary Conditions, if any;

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);

### ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements - Manitoba
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	CLCA - Tlicho Land Claims Agreement
Annex G	PWGSC Form 942 - "Call-up Against a Standing Offer"

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template 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, Usage Reports, Offer and any other annexes.

### 2. Summary

#### **Mechanical Systems Maintenance and Repair - Yellowknife, NT**

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision, and material as requested by the Department of National Defence in the form of a call-up for Mechanical Systems Repair work in Yellowknife, NT. Services are to be provided on an "required basis." It is anticipated that only 1 firm will be issued a standing offer. The initial standing offer will be for a five (5) year period.

This procurement contains MANDATORY requirements. See Part 4 for details.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Contractors are hereby informed that this procurement is located in a land claims area, covered by the Tlicho Land Claims and Self-Government Agreement. See Annex F for details.

### 3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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001

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pwz104

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

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File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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#### **4. Debriefing**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

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## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <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 terms and conditions of the Standing Offer and Resulting Contract(s).

The 2006 (2012-03-02) 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 and **INSERT** ninety (90) 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.

#### 2.1 Revision of Offer:

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

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: **(204) 983-0338**

#### 2.2 Firm Price and/or Rates:

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

**2.3 Form:** Offers not submitted on the prescribed Offer Form will not be considered.

**2.4 Alterations:** Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

**2.5 Incomplete Offers:** Incomplete offers may be rejected.

#### 2.6 Taxes

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The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

### 2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor 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 Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

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.

### 3. Enquiries - Request for Standing Offers

All enquiries **MUST** be submitted in writing to the Standing Offer Authority no later than five (5) 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 the province of work.

### 5. Site Visit - Optional

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Wednesday, May 18, 2012 at 09h00 at 440 Squadron Hangar, Yellowknife, NT**. Offerors are requested to communicate with the Standing Offer Authority three (7) calendar day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Offerors may be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.

The estimated quantities will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

1.2 A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

1.3 Type or legibly print the offeror's full business name and address in the spaces provided for that purpose in the offer. Indicate the offeror's telephone, emergency telephone and facsimile numbers.

1.4 Sign and date the Offer form in the space provided.

### 2. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Annex E - Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

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

- 1) use 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**

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with 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 III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

###### **A) MANDATORY REQUIREMENTS - Required with the Offer**

*Offers not meeting the following Mandatory Requirements at the time of closing will be deemed non-compliant and receive no further consideration.*

###### i) Mandatory Technical Criteria

a) A minimum of (1) individual for each trade must be identified:

- 1) journeyman plumber,
- 2) journeyman gasfitter
- 3) journeyman welder
- 4) journeyman sheet metal worker
- 5) journeyman refrigeration mechanic (the proposed individual must also have a valid Ozone Depletion Prevention Card and a valid Trade Aqualification Certificate)

*\*Note: Proposed individuals must be certified journeypersons and proof of all applicable qualifications must be provided at bid closing*

ii) Signature and Submission - Page 1 of the Request for Standing Offer (RFSO), and any requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) MUST be submitted with ANNEX E - OFFER portion including all appendices. Offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO.

###### **B) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer**

*Failure to comply with the following Mandatory Requirements will result in rejection of the offer.*

- i) Health & Safety Requirements - per attached Annex C .
- ii) Proof of Insurance - upon request, per Part 6.

#### 1.2. Financial Evaluation

1.2.1 Price Schedule - A rate must be entered for each item.

- 
- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

## 2. Basis of Selection

### 2.1 Basis of Selection - Mandatory Technical Criteria Only

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.

## 3. Ranking

- 3.1 Only 1 firm will be issued a standing offer.

## 4. Tlicho Land Claims Agreement - See Annex F for details

The resulting Standing Offer is to be used for deliveries within Comprehensive Land Claims Settlement Areas (CLCSAs) within the Northwest Territories. The following CLCSA agreement(s) will apply to the proposed Standing Offer Agreement:

- 1) Tlicho Land Claims Agreement, "*Chapter 26 - Economic Measures.*"  
<http://www.aadnc-aandc.gc.ca/eng/1292946895091#chp26>

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## 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 requirements within that time period will render the offer non-responsive.

#### 1.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

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Signature

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Date

#### 1.2 Former Public Servant Certification

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

## Definitions

For the purposes of this clause,

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

- 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.

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

---

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.

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Signature

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Date

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

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PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

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## PART 6 - INSURANCE REQUIREMENTS

### 1. Insurance Requirements

SACC Manual clause M9015T Insurance Requirements (2011-05-16)

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 SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

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.

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## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

#### 1. Offer - attached at ANNEX E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices
  - Appendix 1
  - Credit Card Payments

#### 2. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-03-02)
- 2) The documents identified by title, number and date in paragraph 1) 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://sacc.pwgsc.gc.ca/sacc/query.do?lang=en&id=r&date=current&title=&detail=&type=all&action=search>

- 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/en/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml)

#### 3. Term of Standing Offer - see Annex E - Offer

#### 4. Authorities

##### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting

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.

The Project Authority is the representative of the department or agency (Departmental Representative) 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. Identified users

The Identified User authorized to make call-ups against the Standing Offer is :

The Department of National Defence

## 6. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (lowest prices) will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

## 7. Call-up Instrument

Refer to Annex F - PWGSC Form 942 "Call -up Against a Standing Offer"

## 8. Limitation of Call-ups - see Annex E - Offer

## 9. Financial Limitation - see Annex E - Offer

## 10. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the supplemental general conditions;
- g) Annexes:  
Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;  
Annex B, Basis of Payment;  
Annex C, Health & Safety Requirements - Manitoba;  
Annex D, Periodic Usage Report Form; and
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

## 11. Certifications

### 11.1 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

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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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.

## 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 work.

## 13. Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## 14. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## PART 7 (B) - RESULTING CONTRACT CLAUSES

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

(a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;

(b) General Conditions:

(i)	GC1	General Provisions	R2810D	(2011-05-16);
(ii)	GC2	Administration of the Contract	R2820D	(2011-05-16);
(iii)	GC3	Execution and Control of the Work	R2830D	(2010-01-11);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2010-01-11);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2008-05-12);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC9	Insurance	R2590D	(2011-05-16);

(c) Supplementary Conditions, if any;

(d) Fair Wages and Hours of Labour - Labour Conditions R2940D (2010-01-11);

(e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);

(f) Schedules of Wage Rates for Federal Construction Contracts;

(g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;

(h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and

(i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2) The documents identified by title, number and date in paragraph 1) 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 Website:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=r&date=current&ttl=&detail=&type=all&action=search>

3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:

[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)

*NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.*

4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

5) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .

6) Interpretation

*"Accepted by the Offeror"* \* means that the Offeror has agreed to, and commenced performance of the work.

*"Minister"* includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

*"Departmental Representative"* means the Project Authority who 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.

*"Superintendent"* or *"Supervisor"* means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

*"Unit Price Table"* means the table of prices per unit set out in the Offer; and

*"Work"* means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

## SACC Clauses

A9062C	Canadian Forces Site Regulations	(2011-05-16)
A9006C	Defence Contract	(2008-05-12)

## 1. SUPPLEMENTAL CONDITIONS

**INSERT** the following supplementary conditions in the resulting General Conditions:

### 1.1. T1204 - Direct Request by Customer Department

1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

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

### 1.2. Periodic Reports

1.2.1 The Offeror shall provide to the Contracting Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period.

1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing offer.

## 2. Term of Contract

### 2.1 Period of the Contract

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

### 3. Payment

#### 1.3. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

**DELETE** GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

##### GC5.4 Payment

###### .1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

(a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;

(b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and

(c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
  - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.

6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

#### 4.1 Basis of Payment - see Annex B

#### 4.2 Limitation of Price

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

#### 4.3 Supplemental Invoicing Instructions

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

#### 4.4 Payment of Invoices by Credit Card

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

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D (2010-01-11) will not apply to payments made by credit cards.

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	CLCA - Tlicho Land Claims Agreement
Annex G	PWGSC Form 942 - "Call-up Against a Standing Offer"

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**ANNEX A**
**DEPARTMENT OF NATIONAL DEFENCE****SPECIFICATION****MECHANICAL SYSTEMS MAINTENANCE AND REPAIR****440 SQUADRON, YELLOWKNIFE, NT**


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1 SITE OF WORK

440 Squadron Hangar, Forward Operating Location (FOL) site Yellowknife NT and various other 440 Squadron facilities.

2 WORK INCLUDED

The work under this contract comprises the supply of all labour, material, tools, equipment, transportation and supervision necessary to carry out repairs, alterations and additions as requested by the Engineer.

.1 Work required includes, but is not confined to:

.1 Services of:

- .1 journeyman plumber,
- .2 journeyman gasfitter,
- .3 journeyman welder,
- .4 journeyman sheet metal worker,
- .5 journeyman refrigeration mechanic,
- .6 labourers, or/and
- .7 any other qualified person, required to carry out maintenance, alterations and additions as directed by the Engineer.

.2 Work required:

- .1 Installation/maintenance to plumbing, fixtures, drains, hot and cold water lines, furnaces, ductwork, gutters, downspouts or other as directed.
- .2 Installation/maintenance to all air handling systems, heating systems, refrigeration units, or other as directed.
- .3 Inspection and maintenance of all fuel-fired equipment including:
  - .1 Heat exchanger, fire port, FLMA spreader, burner and related equipment, power supply, chimney cleanout,

air filters, fan blades and motors, belts and bearings, and all related repairs necessary to have efficient fired units.

.2 All work is to be handled during regular working hours Monday to Friday from 0800 hours to 1600 hours excluding emergencies.

.3 All work will be pre-approved by the site authority prior to the start of all work.

.4 All replacement parts will be left on site for verification by DND representative

### 3 SECURITY REQUIREMENT

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

### 4 SUB-CONTRACTING

- .1 All subcontractors will be the sole responsibility of the General Contractor.
- .2 Notify the Engineer of all subcontractors.
- .3 All subcontractors must be fully qualified in their respective trades and for the specific job.

### 5 PRODUCTS

- .1 Supply of materials and replacement parts required for the performance of work will be provided at a laid down cost, excluding territorial sales tax. The Goods and Services Tax is to be shown as separate item.
- .2 A copy of supplier's paid invoices to be supplied to Engineer on demand.

### 6 SERVICES

- .1 Services. Services shall be provided on an "as required" basis and shall be available on a 24-hour, 7 days a week basis for the duration of the contract.
- .2 Service Calls. The Contractor shall accept all calls from the Engineer or the Engineer's authorized representative for inspections and/or repairs as may be required. All requests for services will be confirmed, in writing, by form PWGSC 942.
- .3 Tradespeople. Tradespeople provided on this contract must be fully qualified in their respective trade with proven experience at the licensed journeyman level. Tradespeople are required to

carry valid provincial/territorial licences with them at all times.

- .4 Emergency. Contractor to provide service in response to a call-out within two (2) hours of notification of call. Contractor to provide emergency telephone number, a telephone answering machine is not acceptable.

7 TRANSPORTATION

The Contractor shall provide transportation on the site for the Contractor's employees and their tools, equipment and materials, required for the performance of the work designated under this contract.

8 TOOLS AND EQUIPMENT

The supply of all tools and equipment required for the satisfactory performance of work under this contract shall be the responsibility of the Contractor.

9 CODES AND STANDARDS

- .1 Perform all work in accordance with the latest edition of the National Building Code of Canada (NBC), Canadian Electrical Code, National Plumbing Code, Natural Gas Installation Code, National Fire Codes, National Fire Protection Association Standards, any applicable territorial or local codes.
- .2 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and other referenced organizations.
- .3 Conform to latest revision of dated referenced standards, effective as published by the standard authority. Standards or codes not dated shall be deemed the edition in force on date of this specification.
- .4 Refrigeration mechanics must perform work within guidelines of the Ozone-depleting Substances Regulations 1998(Appendix B), the Federal Halocarbon Regulations and the Manitoba Ozone-depleting Substances Act and Regulations, Chapter 080-103/94. In the event of conflict between any of the above regulations, the most stringent regulation shall apply.
- .5 Refrigeration mechanics/apprentices must possess a valid territorial Atmosphere Protection Environmental Certificate and provide to the Engineer all applicable records, reports and notices required by the regulations outlined in paragraph 11.4 above.
- .6 As a condition of this contract the "Standard Operating Procedures for Halocarbons" must be read and signed by the contractor, which is attached as Appendix C.

10 SCAFFOLDING

Construct and maintain scaffolding in a rigid, secure and safe manner. Erect independent of walls. Remove promptly when no longer required.

11 FIRES

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Fires and burning of rubbish on-site not permitted.

12 EXISTING SERVICES

- .1 Where work of this contract involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with a minimum of disturbance to pedestrian and vehicular traffic, and to occupants and function of existing building.
- .2 Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.
- .3 Protect, relocate or maintain existing active services as required. When inactive services are encountered, cap off in a manner approved by authorities having jurisdiction over the service.

13 SAFETY REQUIREMENTS

- .1 General. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the contract.
- .2 Construction Safety Measures. Observe and enforce construction safety measures required by the most recent edition of the National Building Code of Canada, provincial government, Workers Compensation Board, and municipal statutes and authorities.
  - .1 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 Work Procedures and Equipment.
  - .1 All work procedures and equipment will be in accordance with legislated standards.
  - .2 A "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base (see Appendix A to this specification). Hot Work permits are issued and controlled by the City of Yellowknife Fire Chief.
  - .3 Position cranes, hoists or scaffolding and operate them in a manner that will not result in damage to nearby aircraft, equipment or personnel even if slung loads or smaller objects fall or the equipment collapses.
  - .4 Barricades. Barricade dangerous work sites, trenches and excavations.
  - .5 Unguarded Work Sites. When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked, and portable ladders leading to elevated work platforms removed and secured.
  - .6 Lockout Procedure. When persons would be placed at risk should the facility, machine or equipment become energized

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or move during inspection, maintenance, or repair, lockout procedures are required.

.7 Safety Personnel and Responsibility:

.1 The Contractor shall supply competent personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.

.2 DND shall monitor to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract document.

.3 The Contractor will report to the Engineer's Representative and jurisdictional authorities any accident or incident involving contractor, DND or public personnel and/or property arising from the Contractor's execution of work.

.8 Delay Due to Health and Safety Regulations Infractions:

.1 The Contractor will include all provisions of the contract in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.

.2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor will, without additional cost to DND, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the contract supervisor, to avoid delay in the final completion of the work or any operation thereof.

.9 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the City of Yellowknife.

.10 Overloading. No part of the work shall be loaded to the point, which will endanger its safety.

.11 Falsework. Falsework shall conform with CSA S269.1-1975, national, provincial and/or local codes and by-laws governing this type of work.

.12 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc, in storm or sanitary sewers.

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14 HAZARDOUS MATERIALS

.1 Contractor personnel will have been trained in Workplace Hazardous Material legislation as contained in Occupational Health and Safety Regulations of the Canada Labour Code.

15 MATERIALS

- .1 General. Use new materials unless otherwise specified.
- .2 Manufacturers' Instructions. Unless otherwise specified, comply with manufacturers' latest printed instructions for materials and installation methods to be used.
  - .1 Notify Engineer, in writing, of any conflict between these specifications and manufacturers' instructions so that the Engineer can designate which specification is to be followed.
- .3 Delivery and Storage. Deliver, store and maintain packaged materials with manufacturers' seals and labels intact.
  - .1 Prevent damage, adulteration and soiling of materials during delivery, handling and storage. Immediately remove rejected materials from site.
  - .2 Store materials in accordance with suppliers' instructions.

16 CLEANING

- .1 General. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - .1 Do not bury rubbish and waste materials on project site.
  - .2 Do not dispose of wastes into streams or waterways.
  - .3 Store volatile wastes in covered metal containers and remove from premises daily.
  - .4 Prevent accumulation of wastes which create hazardous conditions. Do not conceal waste material in hidden spaces.
  - .5 Provide adequate ventilation during use of volatile or noxious substances.
- .2 Materials. Use only cleaning materials recommended by manufacturer of surface to be cleaned and as recommended by cleaning material manufacturer.
- .3 Cleaning During Construction. Maintain project grounds and public properties free from accumulations of waste materials and rubbish.
  - .1 Wet down materials and rubbish to prevent blowing dust.
  - .2 Provide on-site containers for collection of waste materials and rubbish.
  - .3 Remove waste materials and rubbish from site.

- .4 Final Cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and of concealed spaces.
- .1 Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces including glass.
  - .2 Broom clean and damp mop hard surfaces. Vacuum carpets; rake exterior work areas.
  - .3 Remove debris and materials from roof areas.
  - .4 Leave entire work area neat and clean.

17 ALTERATIONS TO EXISTING BUILDING

Execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with Engineer to facilitate execution of work.

18 USE OF PREMISES

The Contractor shall confine the Contractor's apparatus, storage of materials and operations of the Contractor's workers to the limits indicated by law ordinances under the direction of the Engineer, and shall not unreasonably encumber the site.

19 CONTRACT STANDING OPERATING PROCEDURE FOR HALOCARBONS

- .1 The enclosed Standing Operating Procedure (SOP) and Federal Halocarbon Regulations shall be followed whenever a contracting agency is called upon to perform refrigeration or air-conditioning work directly associated with the recovery, charging, or leak testing of systems.
- .2 The form entitled "Contractors" must be completed for all related call-ins, plus any additional applicable form(s) such as Service Log, Leak Test Notice, Add New System, Disposal or Decommissioning Notice and Halocarbon Release Report which is enclosed.
- .3 Once completed, these forms are to be sent to the Wing Environment Office at (204) 833-2500 Extension 5909 for inputting into the Federal Halocarbon Management System (FHMS).
- .4 For further information, please do not hesitate to contact the Wing Environment Office at (204) 833-2500 extension 5909.

Enclosures: 2

Appendice:

Appendix A Hot Work Permit

Appendix B Federal Halocarbon Regulations

Appendix C Standing Operating Procedure for Halocarbons

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

**APPENDIX A**

SAMPLE NUMBER 1

HOT WORK PERMIT

DATE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

BUILDING \_\_\_\_\_

FLOOR \_\_\_\_\_

WORK TO BE DONE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SPECIAL PRECAUTIONS TO BE TAKEN \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

FIRE WATCH PROVIDED \_\_\_\_\_ NAME \_\_\_\_\_

The location where this work is to be done has been checked, and necessary precautions have been taken. Permission is granted for this work.

SIGNED \_\_\_\_\_

Fire Inspector/Shop Foreman

Work area and all adjacent areas to which sparks, hot slag and heat might have spread (including floors and ceilings above and below, and on the opposite sides of walls) were inspected 30 minutes after the work was completed and were found in a fire safe condition.

SIGNED \_\_\_\_\_

Job Supervisor

DISTRIBUTION

Original to supervisor and returned to

Fire Prevention Section upon completion of work

Duplicate to be held by Fire Prevention Inspector

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

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SAMPLE NUMBER 2

Before approving any cutting, welding or use of open flame, the Wing Fire Inspector or the Wing Fire Inspector's appointed representative (J4 Engineer) shall inspect the work area and confirm that all necessary precautions have been taken to prevent fire in accordance with NFPA 51B.

Precautions

YES/NO Sprinklers in service  
YES/NO Smoke detectors/fire alarm system  
YES/NO F.A. system shut down  
YES/NO F.A. system not shut down  
YES/NO Cutting and welding equipment in good repair  
YES/NO Floors swept clean of combustibles  
YES/NO Combustible floors protected (wet down, covered in wet sand, or metal shields)  
  
YES/NO Flammable liquids removed or adequately covered  
YES/NO All wall and floor openings covered  
YES/NO Covers set up below work area to catch hot slag and sparks.

Work on Walls or Ceilings

(tanks, containers, ducts, dust collectors, etc)

YES/NO Equipment cleaned of all combustibles  
YES/NO Containers purged of flammable liquids

Fire Watch

YES/NO To be provided during and for 30 minutes following operation  
YES/NO Extinguisher on site  
YES/NO Trained in use of extinguisher and in sounding fire alarm

FOR FURTHER ASSISTANCE OR ADVICE,  
CONTACT CITY OF YELLOWKNIFE FIRE DEPARTMENT PRIOR TO BEGINNING WORK

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

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**APPENDIX B**

**FEDERAL HALOCARBON REGULATIONS**

SOR/99-255

Registration 17 June 1999

CANADIAN ENVIRONMENTAL PROTECTION ACT, 1999

**FEDERAL HALOCARBON REGULATIONS**

P.C. 1999-1124 17 June, 1999

Whereas, pursuant to subsection 55(1) of the *Canadian Environmental Protection Act*, The Minister of the Environment published in the *Canada Gazette*, Part 1, on August 29, 1998, a copy of the proposed *Federal Halocarbon Regulations*, substantially in the annexed form;

And whereas the Governor in Council is of the opinion that no other Act of Parliament expressly provides for the making of regulations regulating halocarbons that result in the protection of the environment and that apply to federal works or undertakings or federal lands, as provided for in the annexed Regulations;

Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, and with the concurrence of the Minister of Agriculture and Agri-Food, the Minister of the Environment, The Minister of Canadian Heritage, the Minister of Citizenship and Immigration, the Minister of Finance, the Minister of Fisheries and Oceans, the Minister of Foreign Affairs, the Minister of Health, the Minister of Human Resources Development, the Minister of Indian Affairs and Northern Development, the Minister of Industry, the Minister for International Cooperation and Minister responsible for Francophonie, the Minister for International Trade, the Minister of Justice and Attorney General of Canada, the Minister of Labour, the Minister of National Defence, the Minister of National Revenue, the Minister of Natural Resources and Minister responsible for the Canadian Wheat Board, the Minister of Transport, the President of the Treasury Board and Minister responsible for Infrastructure, the Minister of Public Works and Government Services, the President of the Queen's Privy Council for Canada and Minister of Intergovernmental Affairs, the Minister of Veterans Affairs and Secretary of State (Atlantic Canada Opportunities Agency), and the Solicitor General of Canada, pursuant to subsection 54(1) and section 59 of the *Canadian Environmental Protection Act*, hereby makes the annexed *Federal Halocarbon Regulations*.

a R.S., c. 16 (4th Supp.)

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**FEDERAL HALOCARBON REGULATIONS**

## INTERPRETATION

1. The definitions in this section apply in these Regulations.

"Act" means the *Canadian Environmental Protection Act, 1999. (Loi)*

"air conditioning system" means an air conditioning system, as well as any associated equipment, that contains or is designed to contain a halocarbon refrigerant. (*système de climatisation*)

"appropriate container" means a container that is designed and manufactured to be refilled and to contain a specific type of halocarbon. (*contenant approprié*)

"ASHRAE" means the American Society of Heating, Refrigeration and Air-Conditioning Engineers. (*ASHRAE*)

"bromofluorocarbon" means a fully halogenated bromofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of bromine and fluorine. (*bromofluorocarbone*)

"certificate" means a certificate indicating successful completion of an environmental awareness course in recycling, recovery and handling procedures of halocarbon refrigerants as outlined in the Refrigerant Code of Practice and accepted in three or more provinces. (*certificat*)

"certified person", in respect of a refrigeration system or an air conditioning system, means a service technician who holds a certificate. (*personne accréditée*)

"charging" means to add a halocarbon to a system. (*charger*)

"chlorofluorocarbon" or "CFC" means a fully halogenated chlorofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of chlorine and fluorine. (*chlorofluorocarbone ou CFC*)

"fire extinguishing system" means fire extinguishing or fire suppression equipment including portable or fixed equipment, that contains or is designed to contain a halocarbon fire extinguishing agent. (*système d'extinction d'incendie*)

"halocarbon" means a substance set out in Schedule 1, whether existing alone or in a mixture, and includes isomers of any such substance. (*halocarbone*)

"hydrobromofluorocarbon" or "HBFC" means a hydrobromofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of hydrogen, bromine and fluorine. (*hydrobromofluorocarbone ou HBFC*)

"hydrochlorofluorocarbon" or "HCFC" means a hydrochlorofluorocarbon each molecule of which contains one, two or three carbon atoms and at least one atom each of hydrogen, chlorine and fluorine. (*hydrochlorofluorocarbone ou HCFC*)

"hydrofluorocarbon" or "HFC" means a hydrofluorocarbon each molecule of which contains only carbon, hydrogen and fluorine atoms. (*hydrofluorocarbure ou HFC*)

"leak" means a release of a halocarbon from a system. (*fuite*)

"military vehicle" means a vehicle that is used in combat, or in a combat support role, but does not include an administrative vehicle. (*véhicule militaire*)

"owner", in respect of a system that is located in Canada, means the department, board or agency of the Government of Canada, the person or the Indian Band that

- (a) carries on any federal work or undertaking where they are the holder of a right in or have possession, control or custody of, or care for, operate, administer or may dispose of a system that is part of the federal work or undertaking;
- (b) is the holder of a right in or has possession, control or custody of, or cares for, operates, administers or may dispose of a system that is the property of Her Majesty in right of Canada and that is on or in federal land or aboriginal land. (*propriétaire*)

"perfluorocarbon" or "PFC" means a fully fluorinated fluorocarbon each molecule of which contains only carbon and fluorine atoms. (*perfluorocarbure ou PFC*)

"portable fire extinguisher" means a cylinder or cartridge containing a halocarbon that is used for extinguishing or suppressing fires, that weighs no more than 25 kg and that can be carried or wheeled to the site of a fire. (*extincteur portatif*)

"purge system", in respect of a purge unit on a low-pressure refrigeration system or air conditioning system, means the actual unit, including any associated exhaust recovery equipment. (*système à vidange*)

"reclaimed", in respect of a halocarbon, means recovered, re-processed and upgraded through processes such as filtering, drying, distilling and treating chemically in order to restore the halocarbon to industry-accepted re-use standards that have been verified by chemical analysis. (*régénéré*)

"recovered", in respect of a halocarbon, means

- (a) collected after it has been used; or
- (b) collected from machinery, equipment, a system or a container during servicing or before dismantling, disposal of or decommissioning the machinery, equipment, system or container. (*recupéré*)

"recycled", in respect of a halocarbon, means recovered and, if needed, cleaned by a process such as filtering or drying, and re-used to recharge systems. (*recyclé*)

"Refrigerant Code of Practice" means the *Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning*

*Systems*, as amended from time to time, made under paragraph 8(1)(d) of the Act and published by the Department of the Environment. (*Code de pratique en réfrigération*)

"refrigeration system" means a refrigeration system, as well as any associated equipment, that contains or is designed to contain a halocarbon refrigerant. (*système de réfrigération*)

"release" has the same meaning as in subsection 3(1) of the Act except that it does not include, in respect of a fire extinguishing system, a release for the purpose of fighting a fire not caused for training purpose. (*rejet*)

"service", in respect of a system, includes any modification, topping-up, maintenance, repair, moving, dismantling, decommissioning, disposal, start-up and testing of the system, but does not include testing related to the manufacture and production of the system. (*service*)

"ship" has the same meaning as in subsection 66(1) of the Act. (*navire*)

"small air conditioning system" means an air conditioning system that is not contained in a vehicle and that has a refrigeration capacity of less than 19 kW as rated by the manufacturer. (*petit système de climatisation*)

"small refrigeration system" means a refrigeration system that is not contained in a vehicle and that has a refrigeration capacity of less than 19 kW as rated by the manufacturer. (*petit système de réfrigération*)

"solvent system" means an application or system that employs halocarbons as solvents, including cleaning applications and associated equipment containing or designed to contain a halocarbon solvent. It does not include halocarbons used in a laboratory as analytical standards or laboratory reagents or halocarbons in a process in which they are being converted to another substance or are generated but are ultimately converted to a different substance. (*système de solvants*)

"system", unless the context requires otherwise, means an air conditioning system, a fire extinguishing system, a refrigeration system or a solvent system. (*système*) SOR/2000-105, s. 6.

#### APPLICATION

2. These Regulations apply to federal land, aboriginal land and federal works and undertakings referred to in section 207 of the Act. SOR/2000-105, s. 7.

#### PROHIBITIONS

3. Subject to subsection 7(2) and section 16, no person shall release or allow or cause the release of a halocarbon that is contained in

- (a) a refrigeration system or any associated container or device;
- (b) an air conditioning system or any associated container or device;
- (c) a fire extinguishing system or any associated container or device, except to fight a fire that is not a fire caused for training purposes; or

- (d) a container or equipment used in the re-use, recycling, reclamation or storage of a halocarbon.

4. (1) Subject to section 28, effective six months after the coming into force of these Regulations, no person shall install a system that operates or is intended to operate with halocarbons listed in any of items 1 to 8 of Schedule 1.

(2) Subject to section 28, effective January 1, 2005, no person shall install a system that operates or is intended to operate with a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent in a solvent system.

5. (1) Effective six months after the coming into force of these Regulations, no person shall use a halocarbon listed in any of items 1 to 8 of Schedule 1 as a solvent in a solvent system.

(2) Subject to section 29, effective January 1, 2005, no person shall use a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent in a solvent system.

6. (1) No person shall store, transport or purchase a halocarbon unless it is in an appropriate container.

(2) Subsection (1) does not apply in respect of halocarbons used in a laboratory as analytical standards or laboratory reagents.

#### RECOVERY

7. (1) Subject to subsection (2), a person that installs, services, leak tests or charges a halocarbon to a refrigeration system, an air conditioning system or a fire extinguishing system, or that does any other work on any of those systems that may result in the release of a halocarbon, shall recover, into an appropriate container, any halocarbon that would otherwise be released during those procedures.

(2) A person that covers halocarbons from a fire extinguishing system shall use recovery equipment with a transfer efficiency of at least 99% as defined in section 6.3 of the publication ULC/ORD-C1058.5-1993, entitled *Halon Recovery and Reconditioning Equipment*.

8. (1) Before dismantling, disposing of or decommissioning any system, a person shall recover halocarbons into an appropriate container.

(2) A person that disposes of or decommissions a system that contains a halocarbon shall place a notice on the system containing the information set out in item 1 of Schedule 3.

(3) No person shall remove a notice referred to in subsection (2) except to replace it with another such notice.

(4) In case of the dismantling, disposing of or decommissioning of any system, the owner shall keep a record of the information contained in the notice referred to in subsection (2).

## INSTALLATION, SERVICING, LEAK TESTING AND CHARGING

*Refrigeration Systems and Air Conditioning Systems*

9. (1) Only a certified person may install, service, leak test or charge a halocarbon to a refrigeration system or an air conditioning system or do any other work on the system that may result in the release of a halocarbon.

(2) A person who does any of the work referred to in subsection (1) shall do it in accordance with the Refrigerant Code of Practice.

(3) Except when recommended in the Refrigerant Code of Practice, no person shall charge a refrigeration system or an air conditioning system with a halocarbon listed in any of items 1 to 8 of Schedule 1 for the purpose of leak testing the system.

10. (1) A certified person who conducts a leak test on a refrigeration system or an air conditioning system shall place a notice on the system containing the information set out in item 2 of Schedule 3.

(2) No person shall remove a notice referred to in subsection (1) except to replace it with another such notice.

(3) The owner shall keep a record of the information contained in the notice referred to in subsection (1).

11. (1) Subject to subsection (2), the owner shall conduct a leak test, at least once every 12 months, of all of the components of a refrigeration system or an air conditioning system that comes into contact with a halocarbon.

(2) Subsection (1) does not apply to small refrigeration systems and small air conditioning systems, or to air conditioning systems that are designed for passengers in motor vehicles.

12. Subject to section 14, no person shall charge a refrigeration system or an air conditioning system unless

(a) the system has been leak tested before charging; and

(b) if a leak was found, the certified person notifies the owner and the owner repairs the leak.

13. Subject to section 14, the owner shall, in respect of a refrigeration system or an air conditioning system, within seven days after the day on which a leak from the system is detected,

(a) repair the leak;

(b) isolate the leaking portion of the system and recover the halocarbon from that portion; or

(c) recover the halocarbon from the system pending repair of the leak.

14. (1) If it is necessary to continue operating the system to prevent an immediate danger to human life or health, sections 12 and 13 do not apply during the period in which the danger persists, up to a maximum of seven days after the day on which the danger was identified by the owner.

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(2) In the situation referred to in subsection (1), the following conditions apply:

- (a) the person who charged the refrigeration system or air conditioning system shall notify the owner immediately; and
- (b) the owner shall, within 14 days after receiving notice under paragraph (a), submit a written record to the Minister describing
  - (i) the circumstances leading up to the immediate danger to human life or health and the nature of the danger,
  - (ii) the amount of halocarbon charged to the system, and
  - (iii) the expected date of repair of the leak or recovery of the remaining halocarbon from the system.

15. After January 1, 2000, no person shall charge an air conditioning system that is designed for passengers in motor vehicles with a halocarbon listed in any of items 1 to 8 of Schedule 1.

16. Effective one year after the coming into force of these Regulations, no person shall install or operate or permit the operation of a purge system unless it does not emit more than 0.1 kg of halocarbons per kilogram of air purged to the environment.

#### FIRE EXTINGUISHING SYSTEMS

17. No person shall install, service, leak test or charge a halocarbon to a fire extinguishing system or do any other work on the system that may result in the release of a halocarbon, except in accordance with the requirements of the publication ULC/ORD-C1058.18-1993, entitled *The Servicing of Halon Extinguishing Systems*.

18. No person shall charge a fire extinguishing system with a halocarbon listed in any of items 1 to 8 of Schedule 1 for the purpose of leak testing the system.

19. (1) Subject to subsection (2), the owner shall leak test all fire extinguishing systems at least once every 12 months in accordance with the requirements of the publication referred to in Section 17.

(2) Subsection (1) does not apply to portable fire extinguishers.

20. Subject to section 23, no person shall charge a fire extinguishing system unless

- (a) the system has been leak tested before charging; and
- (b) if a leak was found, the person notifies the owner and the owner repairs the leak.

21. (1) Subject to subsection (2) and section 23, no person shall service a fire extinguishing system without first

- 
- (a) notifying the owner of the intended service; and
  - (b) placing a notice on the control panel of the system to indicate that it is out of operation during the period of service.
- (2) Paragraph (1)(b) does not apply to portable fire extinguishers.

22. Subject to section 23, the owner shall, in respect of a fire extinguishing system, within seven days after the day on which a leak from the system is detected,

- (a) repair the leak;
- (b) isolate the leaking portion of the system and recover the halocarbon from that portion; or
- (c) recover the halocarbon from the system pending repair of the leak.

23. (1) If it is necessary to continue operating the system to prevent an immediate danger to human life or health, sections 20 to 22 do not apply during the period in which the danger persists, up to a maximum of seven days after the day on which the danger was identified by the owner.

- (2) In the situation referred to in subsection (1), the following conditions apply:

- (a) the person who charged the fire extinguishing system shall notify the owner immediately; and
- (b) the owner shall, within 14 days after receiving notice under paragraph (a), submit a written record to the Minister describing
  - (i) the circumstances leading up to the immediate danger to human life or health and the nature of the danger,
  - (ii) the amount of halocarbon charged to the system, and
  - (iii) the expected date of repair of the leak or recovery of the remaining halocarbon from the system.

24. Subject to section 29, no person shall charge a portable fire extinguisher with a halocarbon listed in any of items 1 to 8 of Schedule 1, except for use on aircraft, a military vehicle or a military ship.

#### SERVICE LOGS

25. (1) Effective six months after the coming into force of these Regulations, the owner of a refrigeration system, an air conditioning system or a fire extinguishing system shall maintain a written record, or a record in electronic format acceptable to the Minister, in which the information set out in item 3 or 4, as the case may be, of Schedule 3 is entered whenever the system is installed, serviced, leak tested or charged or if any other work is done on it that may result in the release of a halocarbon.

(2) Effective six months after the coming into force of these Regulations, the owner of a solvent system shall maintain a written record, or a record in electronic format acceptable to the Minister, in which the information set out in item 5 of Schedule 3 is entered whenever the system is charged with more than 10 kg of a halocarbon.

(3) Subsection (1) does not apply to small refrigeration systems and small air conditioning systems for personal use.

#### RELEASE REPORTS

26. In the event of a release of 100 kg or more of a halocarbon, the owner shall submit the following reports to the Minister:

- (a) within 24 hours after the day on which the release is detected, a verbal or written report, or an electronic report in a format acceptable to the Minister, that indicates the type of halocarbon released and the type of system from which it is released; and
- (b) within 14 days after the day on which the release is detected, a written report, or an electronic report in a format acceptable to the Minister, that indicates the information set out in item 6 of Schedule 3.

7. (1) Subject to subsection (2), if more than 10 kg but less than 100 kg of a halocarbon is released from a system, the owner shall submit to the Minister a report, in written format or in an electronic format that is acceptable to the Minister, that contains the information set out in item 6 of Schedule 3.

(2) The owner shall submit the release report required by subsection (1) for each calendar half-year, not later than 30 days after the day on which the half-year ends.

#### PERMITS

28. (1) An owner shall submit to the Minister an application for a permit on a form that the Minister provides, which contains the information set out in item 7 of Schedule 3, if the owner proposes to install

- (a) a fire extinguishing system that operates or is intended to operate with a halocarbon listed in any of items 1 to 8 of Schedule 1 as a fire extinguishing agent; or
- (b) a solvent system that operates or is intended to operate with a halocarbon listed in item 10 or 11 of Schedule 1 as a solvent.

(2) Subject to section 31, the Minister shall issue the permit, valid for five years beginning on the date of issuance, if the owner, on the form,

- (a) declares that no technically and financially feasible alternative exists that could have a relatively lower environmental and health impact compared to the system for which the permit is being requested; and
- (b) describes the steps that will be taken to minimize emissions of the halocarbon from the system if the total system capacity incorporates more than 10 kg of the halocarbon.

29. (1) An owner shall submit to the Minister an application for a permit on a form that the Minister provides, which contains the information set out in item 8 of Schedule 3, if the owner proposes to charge

- 
- (a) a portable fire extinguisher that is not to be used on an aircraft, military ship or military vehicle with a halocarbon listed in any of items 1 to 8 of Schedule 1; or
- (b) a solvent system with a halocarbon listed in item 10 or 11 of Schedule 1.

(2) Subject to section 31, the Minister shall issue the permit if the owner declares, on the form, that no technically and financially feasible alternative exists that could have a relatively lower environmental and health impact compared to the portable fire extinguisher or the solvent system for which the permit is being requested.

#### FALSE OR MISLEADING INFORMATION

30. [Repealed, SOR/2000-105, s.8]

31. (1) The Minister may refuse to issue or may cancel a permit issued under subsection 28(2) or 29(2) if any false or misleading information has been submitted in support of the application for the permit.

(2) The Minister shall not cancel a permit unless the Minister

(a) has provided the person with written reasons for the cancellation; and

(b) has given the person an opportunity to be heard, either by written or oral representations in respect of the cancellation.

#### RECORDS, REPORTS AND NOTICES

32. (1) The owner shall keep all records, reports and notices required by these Regulations in Canada for a period of at least five years beginning on the date of their issuance.

(2) The owner shall make available to the Minister all records, reports and notices required by these Regulations within any reasonable time that is established in the request. The Minister shall use such documents only to assess the effectiveness of these Regulations.

(3) Subject to subsections (4) and (5), the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to a system at the premises or site at which the system is located.

(4) In the case of a system at an unoccupied premises or site, the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to that system at a single location occupied by the owner.

(5) In the case of a system used on a means of transport, the owner shall keep a copy of all records, reports and notices required by these Regulations with respect to that system at a single location occupied by the owner.

#### COMING INTO FORCE

33. These Regulations come into force on July 1, 1999.

SCHEDULE 1

(Sections 1, 4, 5, 9, 15, 18, 24, 28 and 29)

LIST OF HALOCARBONS

Item Halocarbon

1. Tetrachloromethane (carbon tetrachloride)
2. 1,1,1-trichloroethane (methyl chloroform),  
not including 1,1,2-trichloroethane
3. Chlorofluorocarbons (CFC)
4. Bromochlorodifluoromethane (Halon 1211)
5. Bromotrifluoromethane (Halon 1301)
6. Dibromotetrafluoroethane (Halon 2402)
7. Bromofluorocarbons other than those set out in  
items 4 to 6
8. Hydrobromofluorocarbons (HBEC)
9. Hydrochlorofluorocarbons (HCFC)
10. Hydrofluorocarbons (HFC)
11. Perfluorocarbons (PFC)

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

SCHEDULE 2

[Repealed, SOR/2000-105, s. 9]

SCHEDULE 3

(Subsections 8(2) and (4) and 10(1) and sections 25 to 29)

INFORMATION TO BE CONTAINED IN FORMS

<u>Item</u>	Column 1 Provision of <u>Regulations</u>	Column 2 <u>Type of Form</u>	Column 3 Information to be <u>Contained on Form</u>
1.00	8(2)	Disposal or Decommissioning Notice for a System	(a) name and address of owner (b) name of operator (c) location of the system (d) name of service technician (e) certificate number (if applicable) (f) service company name (if applicable) (g) type and quantity of halocarbon and date recovered (h) type and capacity of system (i) final destination of system
2.	10(1)	Leak Test Notice for Refrigeration System and Air Conditioning System	(a) name and address of owner (b) name of operator (c) location of the system (d) name of certified person (e) certificate number

			(f) service company name (if applicable)
			(g) type of halocarbon contained in system
			(h) dated list of leak tests, leaks detected and leak repairs
3.00	25(1)	Refrigeration System or Air Conditioning System Service Log	(a) name and address of owner
			(b) name of operator
			(c) location of the system
			(d) name of certified person
			(e) certificate number
			(f) service company name (if applicable)
			(g) description of equipment
			(h) dated list of leak tests, leaks detected and leak repairs
			(i) type and quantity of halocarbon and date recovered
			(j) type and capacity of system
4.	25(1)	Fire Extinguishing System Service Log	(a) name and address of owner
			(b) name of operator
			(c) location of the system
			(d) name of service technician
			(e) certificate number (if applicable)
			(f) service company name (if applicable)
			(g) extinguisher location, serial number and weight
			(h) dated list of leak tests, leaks detected and leak repairs

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

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001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

(i) type and quantity of  
halocarbon and date recovered

(j) type and capacity of system

10/11

- |    |              |                               |  |
|----|--------------|-------------------------------|--|
| 5. | 25(2)        | Solvent System<br>Service Log | (a) name and address of owner<br>(b) name of operator<br>(c) location of the system<br>(d) name of service technician<br>(e) certificate number (if<br>applicable)<br>(f) service company name (if<br>applicable)<br>(g) type and quantity of<br>halocarbon and date added to<br>the system<br>(h) type and capacity of system |
| 6. | 26(b) and 27 | Halocarbon Release<br>Report  | (a) name and address of owner<br>(b) type and quantity of<br>halocarbon released<br>(c) date of release<br>(d) type of system and<br>equipment data<br>(e) circumstances leading to<br>the release, corrective action<br>and actions to prevent<br>subsequent releases   |

7. 28(1) Request for a Permit to Install a Fire Extinguishing System or Solvent System
- (a) name and address of applicant
  - (b) type and weight of halocarbon
  - (c) system capacity
  - (d) request for confidentiality under sections 19 to 22 of the Act
  - (e) the declaration referred to in subsection 28(2) and explanation as to why alternatives were not selected
8. 29(1) Request for a Permit to Charge a Portable Fire Extinguisher or Solvent System with a Halocarbon
- (a) name and address of applicant
  - (b) type and weight of halocarbon
  - (c) request for confidentiality under sections 19 to 22 of the Act
  - (d) the declaration referred to in subsection 29(2) and explanation as to why alternatives were not selected

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**APPENDIX C****STANDING OPERATING PROCEDURE FOR HALOCARBONS**

**Compliance of these operating procedures is applicable to all equipment and systems containing halocarbons as listed in Schedule 1 of the Federal Halocarbon Regulations.**

1. While on DND owned or leased property, every contractor **shall** ensure compliance with all applicable Federal, Provincial and/or Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Federal Halocarbon Regulations (FHR), Refrigeration Code of Practice, Canadian Environmental Protection Act, and (CEPA, 1999) and is in compliance with WHMIS. Applicable legislation can be found at the Environment web page: <http://www.ec.gc.ca/> or a copy can be requested from 17 Wing Contracts. The contractor is also responsible for complying with all provincial safety laws and regulations and provincial authorities responsible for enforcing these regulatory instruments. Additionally the contractor shall comply with all 17 Wing Winnipeg, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is any confusion, overlap or duplication the most stringent regulation, policy or guideline shall apply.

2. In the event of a leak of any size of halocarbons the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environmental Officer, Hazmat Officer and Mechanical Supervisor. All clean up, restoration and rehabilitation shall be conducted in accordance with the above.

3. Under section 24 of the Manitoba Ozone Depleting Substance (ODS) Regulation 103/94, a person who owns, operates, services, installs or repairs equipment from which there has been a release of an ODS (accidental or not) over 10 kilograms (22 pounds) must report the incident immediately to an Environment Officer. Report the incident by faxing the completed information on ODS Leak report Form to (204) 948-2420 and by calling (204) 945-7017 (toll free 1-800-282-8069 extension 7017 outside Winnipeg). A copy of the release report must also be sent to 17 Wing Environment at Fax No. 833-2607.

4. All tradespeople that install, service, leak test or charge halocarbon refrigeration and air conditioning system must have all of the following: valid Ozone Depletion Prevention Card, a valid Trade Qualification Certificate (TQC) be qualified journeyman or apprentice under the direct supervision of a journeyman. This applies to all sub-contractors who service refrigeration and air conditioning systems.

5. All invoices must be accompanied by the appropriate documentation such as: leak test notice, decommissioning notice, release report, service log. These documents must be in order prior to payment.

6. The 17 Wing mechanical shop must be informed of all new equipment that contains any refrigerant prior to the equipment arriving at the Wing.

7. Contractors shall be responsible for the actions of their employees, agents or sub-contractors.

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

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8. These terms and conditions apply to all contractors performing work on behalf of the Department of National Defence at 17 Wing Winnipeg and associated facilities (including satellite sites). Further information or clarification can be obtained by contacting the Wing Environment Office at (204) 833-2500 extension 2054.

**I have read, understand, and agree to comply with the above stipulations.**

\_\_\_\_\_  
**Contractor's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**17 Wing/OPI**

\_\_\_\_\_  
**Date**

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX B

### .1 Basis of Payment

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

**See payment schedules at Annex E for details.**

The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

**i) MARK-UP** - The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

**ii) LAID-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

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## ANNEX C

### MANDATORY HEALTH AND SAFETY - *for Work in the Northwest Territories & Nunavut*

#### 1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

##### WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

#### 2.) SUPPLEMENTARY CONDITIONS (SC):

##### Workplace Safety and Health

##### 1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
  - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
    - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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\* "order" definition: *after contract award, Contractor is ordered by a Change Order*

## 2. SUBMITTALS

### 2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

## 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

<b><u>NORTHWEST TERRITORIES</u></b>	<b><u>NUNAVUT</u></b>
Workers' Compensation Board Northwest Territories and Nunavut Prevention Services Box 8888 Yellowknife, NT, X1A 2R3 Attention:Chief Industrial Safety Officer	Workers' Compensation Board Northwest Territories and Nunavut Prevention Services Box 8888 Yellowknife, NT, X1A 2R3 Attention:Chief Industrial Safety Officer
Telephone:(867) 669-4418 Facsimile:(867) 873-0262	Telephone:(867) 669- 4403 Facsimile:(867) 873- 0262

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pwz104

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

W4M00-09Y910

File No. - N° du dossier

PWZ-8-25529

CCC No./N° CCC - FMS No/ N° VME

DECLARATION

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

**ANNEX D  
Periodic Usage Report Form**

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

Return to:

Crystal Sarna	(204) 983-7796	crystal.sarna@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
Ste. 100 - 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba  
R3C 2Z1

**REPORT ON THE VOLUME OF BUSINESS**

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

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

Description of Work	Call-up #	TOTAL BILLING

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

**PREPARED BY:**

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

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

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

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## ANNEX E OFFER

<b>Description of Work:</b> Yellowknife, Northwest Territories Various Projects, DND Mechanical Systems Repair Services Standing Offer
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### 1. OFFER

- .1 This Standing Offer, hereinafter called the "Offer", is made by the undersigned Offeror, hereinafter called the "Offeror", to Her Majesty the Queen in right of Canada, hereinafter called "Her Majesty", as represented by the Minister of Public Works and Government Services, hereinafter called the "Minister";
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Departmental Representative, hereinafter called the "Departmental Representative";
- .4 The individual Call-ups may be issued, from time to time, during the period of (5) Five Years following the date of this Offer, hereinafter called the "Term", or until the maximum amount as described in subsection 3.1 below is expended, whichever comes first.

### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 90 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 942 , copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and

- 
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
  - .5 This Offer does not constitute a binding contract between Her Majesty and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Her Majesty.
  - .6 A contract is formed between Her Majesty and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .
  - .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Her Majesty to order any or all of the work, material or plant listed therein.
  - .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Her Majesty or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 The maximum amount payable by Her Majesty for all call ups issued pursuant to the Standing Offer(s) shall not exceed the amount of **\$to be determined GST/HST Extra.**
- .2 The amount payable by Her Majesty for Work associated with a Call-up against this Offer shall be based on the Unit Prices set out in section 4 of the Offer or established pursuant thereto. The maximum amount payable for Work associated with any one Call-up shall not exceed the sum of **\$to be determined, GST/HST Extra.** This maximum amount shall be established precisely from said Unit Prices, prior to the issuance of a Call-up. This maximum amount may include an amount not to exceed \$5,000.00. GST/HST extra, for a portion of the work which cannot be established precisely from said Unit Prices.
- .3 The Offeror shall notify the Departmental Representative when 80% of the amount shown in subsection 3.1 is expended or when there are three (3) months left on the Term of this Offer.
- .4 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .5 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .6 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by her Majesty to the Offeror in addition to the amounts paid against the amount of

- 
- the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
- .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .7 Payment by Her Majesty for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .8 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .9 Pricing
- .1 The prices requested in the Offer are:
- .1 hourly rates for regular hours;
  - .2 hourly rate for each hour outside of regular hours; and
  - .3 mark up on allowance for unspecified material, replacement parts
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- .1 labour including supervision, allowances and liability insurance;
  - .2 travel time;
  - .3 transportation/vehicle expenses;
  - .4 tools and tackle;
  - .5 overhead and profit;
  - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0730 and 1600 hours, Monday to Friday.

**4. PRICES**

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

**4.1 Unit Price Schedules - Rates****SCHEDULE A) Initial 2 Year Term**

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>1.0 PLUMBER</b>					
a)	Journeyman - during regular working hours (8:00 - 16:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (8:00 - 16:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>2.0 GASFITTER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>3.0 SHEET METAL WORKER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	200.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	100.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>4.0 REFRIGERATION MECHANIC</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>5.0 LICENCED WELDER</b>					
a)	During regular working hours	150.00	hour	\$	\$

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
	(7:00 - 18:00 hours)				
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>6.0 GENERAL LABOURERS / HELPER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>7.00</b>	<b>LICENCES AND PERMITS</b>				
	The Contractor will be reimbursed at their cost plus a mark-up of _____%.	1000.00	\$	\$	\$
<b>8.00</b>	<b>MATERIALS</b>				
	Materials and parts are to be charged at the contractors cost plus a mark-up of _____%. <b>These costs are to be supported by paid copies of invoices.</b>	5000.00	\$	\$	\$

**SCHEDULE B) Third Year**

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>1.0 PLUMBER</b>					
a)	Journeyman - during regular working hours (8:00 - 16:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (8:00 - 16:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>2.0 GASFITTER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>3.0 SHEET METAL WORKER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	200.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	100.00	hour	\$	\$

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>4.0 REFRIGERATION MECHANIC</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>5.0 LICENCED WELDER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>6.0 GENERAL LABOURERS / HELPER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>LICENCES AND PERMITS</b>					
<b>7.00</b>	The Contractor will be reimbursed at their cost plus a mark-up of _____%.	1000.00	\$	\$	\$
<b>8.00 MATERIALS</b>					
	Materials and parts are to be charged at the contractors cost plus a mark-up of _____%. <b>These costs are to be supported by paid copies of invoices.</b>	5000.00	\$	\$	\$

**SCHEDULE C) Fourth Year**

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>1.0 PLUMBER</b>					
a)	Journeyman - during regular working hours (8:00 - 16:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (8:00 - 16:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>2.0 GASFITTER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>3.0 SHEET METAL WORKER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	200.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	100.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>4.0 REFRIGERATION MECHANIC</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>5.0 LICENCED WELDER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>6.0 GENERAL LABOURERS / HELPER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>7.00</b>	<b>LICENCES AND PERMITS</b> The Contractor will be reimbursed at their cost plus a mark-up of _____%.	1000.00	\$	\$	\$
<b>8.00</b>	<b>MATERIALS</b> Materials and parts are to be charged at the contractors cost plus a mark-up of _____%. <b>These costs are to be supported by paid copies of invoices.</b>	5000.00	\$	\$	\$

**SCHEDULE D) Fifth Year**

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>1.0 PLUMBER</b>					
a)	Journeyman - during regular working hours (8:00 - 16:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (8:00 - 16:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>2.0 GASFITTER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>3.0 SHEET METAL WORKER</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	200.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	100.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>4.0 REFRIGERATION MECHANIC</b>					
a)	Journeyman - during regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Journeyman - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
c)	Apprentice - during regular working hours (7:00 - 18:00 hours)	75.00	hour	\$	\$
d)	Apprentice - outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	25.00	hour	\$	\$
<b>5.0 LICENCED WELDER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

Item No.	Description	Est. Qty.	Unit of Issue	Unit Price	Extended Price
<b>6.0 GENERAL LABOURERS / HELPER</b>					
a)	During regular working hours (7:00 - 18:00 hours)	150.00	hour	\$	\$
b)	Outside regular working hours (Mon-Fri, Weekend & Statutory Holidays)	50.00	hour	\$	\$
<b>7.00</b>	<b>LICENCES AND PERMITS</b> The Contractor will be reimbursed at their cost plus a mark-up of _____%.	1000.00	\$	\$	\$
<b>8.00</b>	<b>MATERIALS</b> Materials and parts are to be charged at the contractors cost plus a mark-up of _____%. <b>These costs are to be supported by paid copies of invoices.</b>	5000.00	\$	\$	\$

**4.2 TOTAL EVALUATED PRICE**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
<b>Sub Total SCHEDULE A) Initial 2 Year Term</b>	<b>Sub Total SCHEDULE B) Third Year</b>	<b>Sub Total SCHEDULE C) Fourth Year</b>	<b>Sub Total SCHEDULE D) Fifth Year</b>	<b>Total Evaluated Price</b> (col.1 + col.2 + col.3 + col.4 = col.5)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____  GST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price in Column 5. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**

SIGNATURE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ANNEX F

### Tlicho Land Claims Agreement

#### Tlicho Agreement (2003)

The requirements of the **Tlicho Land Claims and Self-Government Agreement**

<http://mvlwb.com/files/2011/07/Tlicho-Agreement.pdf> will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 26, of the Tlicho Land Claims and Self-Government Agreement.

In compliance with the requirements of Chapter 26 - Economic Measures, of the Tlicho Land Claims and Self-Government Agreement, the following conditions shall apply in the award of any Contract resulting from this solicitation:

#### Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Tlicho Agreement.

#### Tlicho Bid Criteria

For the portion of the work specifically undertaken in the Mòwhì Gogha Dè Nìtáàè (NWT) area as defined in the Tlicho Land Claims and Self-Government Agreement, bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Tlicho Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
(a) The existence of head offices, administrative offices or other facilities in Mòwhì Gogha Dè Nìtáàè (NWT).	2 Points
(b) The employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of Tlicho suppliers/Tlicho which can act as sub-contractors in assisting with the carrying out of the contract.	5 Points
(c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens.	3 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>10 Points</b>

For purposes of interpretation:

"Tlicho supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Tlicho Citizens, or is a cooperative controlled by Tlicho Citizens, or is a Tlicho Citizens' sole proprietorship or partnership.

"Tlicho Citizen" and "Tlicho First Nation" are as defined in Chapter 1 (Interpretation) of the Tlicho Land Claims and Self-Government Agreement.

"deliveries to" means "goods delivered to, and services performed in".

### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Tlicho Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Tlicho Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Tlicho Representations" to evaluate bids; and
- b) the "Tlicho Representations" shall become covenants under any contract(s) resulting from this solicitation.

### **Contracting Policy Notice 2006-4**

#### **26.3 Government Employment and Contracts**

26.3.1 Where government carries out public activities wholly or partly in Môwhì Gogha Dè Nîitâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and
- (b) the Government of the Northwest Territories shall follow its preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.

## Liquidated Damages

1. The contractor acknowledges that:

1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims and Self-Government Agreement (the "Tlicho Agreement"); and

1.2 pursuant to Sections 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tlicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 the existence of head offices, administrative offices or other facilities in Môwhì Gogha Dè Nîřtâèè (NWT);

1.2.2 the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of Tlicho suppliers which can act as sub-contractors in assisting with the carrying out of the contract;

1.2.3 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens.

2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Tlicho Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

2.1

2.2

2.3

3. The contractor acknowledges that the "Tlicho Representations":

3.1 are covenants under this contract; and

3.2 that each "Tlicho Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Tlicho Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Tlicho Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

Solicitation No. - N° de l'invitation

W4M00-09Y910/A

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

W4M00-09Y910

Amd. No. - N° de la modif.

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File No. - N° du dossier

PWZ-8-25529

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX G

Refer to the PWGSC Form 942 "Call-up Against a Standing Offer" attached.