

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Plumbing Repairs	
Solicitation No. - N° de l'invitation W642C-12CE41/A	Date 2012-11-20
Client Reference No. - N° de référence du client W642C-12CE41	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-909-9616
File No. - N° de dossier PWU-2-35283 (909)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-11	
Time Zone Fuseau horaire Mountain Standard Time MST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mayhew (RPC), Sylvia	Buyer Id - Id de l'acheteur pww909
Telephone No. - N° de téléphone (780)497-3645 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 188 CFB ASU WAINWRIGHT DENWOOD Alberta TOB1B0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Buyer ID - Id de l'acheteur

pwu909

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES

General Conditions:

(i) GC1 General Provisions	R2810D (2012-11-19);
(ii) GC2 Administration of the Contract	R2820D (2012-07-16);
(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 (2012-07-16);
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 - Alberta
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Annex E	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, Code of Conduct, and any other annexes.

2. Summary

2.1 Plumbing and Welding Services Standing Offer, DND, Wainwright, AB

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, Wainwright, Alberta in the form of call ups to carry out minor plumbing and welding services, arc, acetylene and pressure "B" projects, as well as pressure vessel inspection and/or repair in various buildings on an "as and when requested". It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of three (3) years. The total expenditures over the term is estimated at \$1,500,000.00 (GST/HST extra). This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

2.2 pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

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

3. Health & Safety Requirements

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

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.

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 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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: **(780) 497-3510**

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

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.

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.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

2. Offer Preparation Instructions

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 should:

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

Section I: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____ Master Card _____

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

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

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical 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

A) MANDATORY REQUIREMENTS - Required as part of the Offer

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), 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. A rate must be entered for each item listed in the unit price schedule of the offer.

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

- i) Health & Safety Requirements
- ii) Insurance
- iii) Code of Conduct Certifications - (*see Part 5 - Certifications*).

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. The total estimated amount quoted will then be reduced by the applicable percentage reduction (for evaluation purposes only) achieved from Annex G, Gwich'in and Inuvialuit Opportunities Consideration to achieve an Evaluated Price. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

An offer must comply with the requirements of the Request for Standing Offers 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.
- 3.2 The firm submitting the lowest aggregate price compliant submission will be issued a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

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

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2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.1 Health & Safety Requirements - per attached Annex C.

2.2 Insurance, per article 3 of Part 6. (R2590D GC9 - Insurance)

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

Financial Statements: In order to confirm a bidder's financial capability to perform the Contract, the Contracting Authority may during the bid evaluation phase, request from that bidder current financial information. The requested financial information may include, but is not limited to, a bidder's most recent audited financial statements or financial statements certified by a bidder's chief financial officer. The information provided will be considered in the bid evaluation and selection process. If a bid is found to be non-responsive on the basis that a bidder is considered financially incapable of performing the Contract, that bidder will receive a written notification from the Contracting Authority.

Should a bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

2. Insurance Requirements

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

Certificate of Insurance form - PWGSC-TPSGC 357 (06/2007) is available at web site:
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at ANNEX E

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

2. Standard Clauses and Conditions

1) .1 General Conditions - Standing Offer, 2005 (2012-11-19)

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

3. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two years from date of Standing Offer issuance.

4. Authorities

5.1 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.

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5.2 Project Authority

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

The Project Authority is the representative of the department or agency (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 :

Department of National Defence, Cold Lake, Alberta

6. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (lowest aggregate 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.

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7. CALL-UP INSTRUMENT

Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

CALL-UP AGAINST A STANDING OFFER
COMMANDE SUBSÉQUENTE À UNE OFFRE
PERMANENTE

In accordance with
STANDING OFFER NO.: _____

Conformément à
L'OFFRE PERMANENTE No. _____

Call-up no.
- No de
commande

Dated _____
and the terms and conditions therein, you are
Requested to carry out the worked described below.

En date du _____
Et les modalités qui y sont énumérées, vous êtes prié
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Fax No. ()		attention:	
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.		
Location of work - Endroit des travaux		Call-up cost, GST/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux	

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
_____ Signature	_____ Date
Departmental Representative - Représentant du ministère	
_____ Signature	_____ Date

PWGSC-TPSGC 2829 (03/2006)

8. Limitation of Call-ups

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

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,500,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 (2012-11-19), 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 sSupplemental general conditions;
- g) Annexes:
 - Annex A, Statement of Work 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 - Alberta;
 - Annex D, Periodic Usage Report Form;
- h) the Offeror's offer Annex E, dated _____ (insert date of offer);

11. Certifications

12.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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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. 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	(2012-11-19);
(ii)	GC2	Administration of the Contract	R2820D	(2012-07-16);
(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 (2012-07-16);
 - (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
- 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.

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 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.

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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	Code of Conduct Certifications - List

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ANNEX A

STATEMENT OF WORK
Refer to attached PDF documents

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ANNEX B

BASIS OF PAYMENT

.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.

.1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details

Total Estimated Cost - Limitation of Expenditure: \$1,500,000.00 (GST/HST extra)

ANNEX C

MANDATORY HEALTH AND SAFETY - *for Work in the Province of Alberta*

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 Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board 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.

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, 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 accept the role of Prime 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 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s);
or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "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.

ALBERTA North

Alberta Human Resources and Employment
Workplace Health and Safety
10th Floor, 7th Street Plaza
10030-107 Street
Edmonton, Alberta, T5J 3E4

Telephone: (780)422-5949
Facsimile: (780) 427-0999

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**ANNEX D
Periodic Usage Report Form**

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

Return to:

Sylvia Mayhew	(780) 497-3510	sylvia.mayhew@pwgsc-tps.gc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Telus Plaza North
5th Floor, 10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

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.: _____

ANNEX E OFFER

Description of Work: Plumbing and Welding Services Standing Offer, Wainwright, AB Various Projects, DND

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .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 Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

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 60 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 2829, 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 Canada 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 Canada.
 - .6 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 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 Canada 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 Canada 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 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.
- .2 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.
- .3 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 (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - .2 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.
- .4 Payment by Canada 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.
- .5 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.

.6 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, required permits and certificates. for purposes of evaluation.
- .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 Year

<u>Item</u>	<u>Description</u>	<u>Unit Price</u> <u>Year one</u>	<u>Estimated</u> <u>Usage per</u> <u>Year</u>	<u>Estimated</u> <u>Total</u> <u>Price</u>
01.	Service Call including the first hour of on site productive labour.			
01. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$_____/call	42 calls	\$_____
	2. Journeyman sheet metal worker:	\$_____/call	20 calls	\$_____
	3. Journeyman Welder	\$_____/call	10 calls	\$_____
	4. Labourer	\$_____/call	32 calls	\$_____
01. B	Outside regular working hours, Monday through Friday, 1600 - 0730			
	1. Journeyman plumber/gas fitter:	\$_____/call	20 calls	\$_____
	2. Journeyman sheet metal worker:	\$_____/call	20 calls	\$_____
	3. Journeyman Welder	\$_____/call	20 calls	\$_____
	4. Labourer	\$_____/call	20 calls	\$_____
01. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$_____/call	20 calls	\$_____
	2. Journeyman sheet metal worker:	\$_____/call	20 calls	\$_____
	3. Journeyman Welder	\$_____/call	20 calls	\$_____
	4. Labourer	\$_____/call	20 calls	\$_____
02.	Labour only in addition to the above referenced Service Call			
02. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$_____/hr	800 hrs	\$_____
	2. Journeyman sheet metal worker:	\$_____/hr	200 hrs	\$_____
	3. Journeyman Welder	\$_____/hr	200 hrs	\$_____
	4. Labourer	\$_____/hr	800 hrs	\$_____

<u>Item</u>	<u>Description</u>	<u>Unit Price</u> <u>Year one</u>	<u>Estimated</u> <u>Usage per</u> <u>Year</u>	<u>Estimated</u> <u>Total</u> <u>Price</u>
02. B	Outside regular working hours Monday through Friday, 1600 - 0730:			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
02. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
03.	Equipment with operator:			
	1. Scissor Lift:	\$ _____/hr	100 hrs	\$ _____
	2. Jack Hammer	\$ _____/hr	20 hrs	\$ _____
	3. Cut off Saw	\$ _____/hr	20 hrs	\$ _____
04.	Contractor's mark-up allowance for unspecified materiel, replacement parts, required permits, and certificates) (% mark-up X \$50,000 = \$ _____) Verification of Contractor's cost to be Provided.		_____ %	\$50,000.00 \$ _____
Sub Total A): Estimated Total Amount 1st Year GST/HST Extra				\$ _____

SCHEDULE B) Second Year

<u>Item</u>	<u>Description</u>	<u>Unit Price</u> <u>Year one</u>	<u>Estimated</u> <u>Usage per</u> <u>Year</u>	<u>Estimated</u> <u>Total</u> <u>Price</u>
01.	Service Call including the first hour of on site productive labour.			
01. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$ _____/call	42 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	10 calls	\$ _____
	4. Labourer	\$ _____/call	32 calls	\$ _____
01. B	Outside regular working hours, Monday through Friday, 1600 - 0730			
	1. Journeyman plumber/gas fitter:	\$ _____/call	20 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	20 calls	\$ _____
	4. Labourer	\$ _____/call	20 calls	\$ _____
01. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$ _____/call	20 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	20 calls	\$ _____
	4. Labourer	\$ _____/call	20 calls	\$ _____
02.	Labour only in addition to the above referenced Service Call			
02. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	800 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	200 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	200 hrs	\$ _____
	4. Labourer	\$ _____/hr	800 hrs	\$ _____

<u>Item</u>	<u>Description</u>	<u>Unit Price</u> <u>Year one</u>	<u>Estimated</u> <u>Usage per</u> <u>Year</u>	<u>Estimated</u> <u>Total</u> <u>Price</u>
02. B	Outside regular working hours Monday through Friday, 1600 - 0730:			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
02. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
03.	Equipment with operator:			
	1. Scissor Lift:	\$ _____/hr	100 hrs	\$ _____
	2. Jack Hammer	\$ _____/hr	20 hrs	\$ _____
	3. Cut off Saw	\$ _____/hr	20 hrs	\$ _____
04.	Contractor's mark-up allowance for unspecified materiel, replacement parts, required permits, and certificates) (% mark-up X \$50,000 = \$ _____) Verification of Contractor's cost to be Provided.		_____ %	\$50,000.00 \$ _____
Sub Total B): Estimated Total Amount 2ndt Year GST/HST Extra				\$ _____

SCHEDULE C) Third Year

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Estimated</u>	<u>Estimated</u>
		<u>Year one</u>	<u>Usage per</u>	<u>Total</u>
			<u>Year</u>	<u>Price</u>
01.	Service Call including the first hour of on site productive labour.			
01. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$ _____/call	42 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	10 calls	\$ _____
	4. Labourer	\$ _____/call	32 calls	\$ _____
01. B	Outside regular working hours, Monday through Friday, 1600 - 0730			
	1. Journeyman plumber/gas fitter:	\$ _____/call	20 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	20 calls	\$ _____
	4. Labourer	\$ _____/call	20 calls	\$ _____
01. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$ _____/call	20 calls	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/call	20 calls	\$ _____
	3. Journeyman Welder	\$ _____/call	20 calls	\$ _____
	4. Labourer	\$ _____/call	20 calls	\$ _____
02.	Labour only in addition to the above referenced Service Call			
02. A	During regular working hours Monday through Friday, 0730 - 1600:			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	800 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	200 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	200 hrs	\$ _____
	4. Labourer	\$ _____/hr	800 hrs	\$ _____

<u>Item</u>	<u>Description</u>	<u>Unit Price</u> <u>Year one</u>	<u>Estimated</u> <u>Usage per</u> <u>Year</u>	<u>Estimated</u> <u>Total</u> <u>Price</u>
02. B	Outside regular working hours Monday through Friday, 1600 - 0730:			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
02. C	Weekends and Statutory Holidays			
	1. Journeyman plumber/gas fitter:	\$ _____/hr	100 hrs	\$ _____
	2. Journeyman sheet metal worker:	\$ _____/hr	50 hrs	\$ _____
	3. Journeyman Welder	\$ _____/hr	50 hrs	\$ _____
	4. Labourer	\$ _____/hr	100 hrs	\$ _____
03.	Equipment with operator:			
	1. Scissor Lift:	\$ _____/hr	100 hrs	\$ _____
	2. Jack Hammer	\$ _____/hr	20 hrs	\$ _____
	3. Cut off Saw	\$ _____/hr	20 hrs	\$ _____
04.	Contractor's mark-up allowance for unspecified materiel, replacement parts, required permits, and certificates) (% mark-up X \$50,000 = \$ _____) Verification of Contractor's cost to be provided.		_____ %	\$50,000.00 \$ _____
Sub Total C): Estimated Total Amount 3rd Year GST/HST Extra				\$ _____

Solicitation No. - N° de l'invitation

W642C-12CE41/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

W642C-12CE41

File No. - N° du dossier

PWU-2-35283

CCC No./N° CCC - FMS No/ N° VME

4.1 Unit Price Schedules - Rates (continued)

4.2 TOTAL EVALUATED PRICE (Initial 1 Year Term + 2nd Year + 3rd Year)

Col. 1	Col. 2	Col. 3	Col. 4
Sub Total SCHEDULE A) Initial Year Term	Sub Total SCHEDULE B) 2nd Year	Sub Total SCHEDULE C) 3rd Year	Total Evaluated Price (col.1 + col.2 + col.3 = col.4)
\$ _____	\$ _____	\$ _____	\$ _____ GST/HST 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 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

Solicitation No. - N° de l'invitation

W642C-12CE41/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35283

Buyer ID - Id de l'acheteur

pwu909

CCC No./N° CCC - FMS No/ N° VME

W642C-12CE41

ANNEX F
Code of Conduct Certifications

Page 1

COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

NOTE TO BIDDERS: LEGIBLY PRINT OR TYPE DIRECTOR' SURNAMES AND GIVEN NAMES

DEPARTMENT OF NATIONAL DEFENCE

CFB/ASU WAINWRIGHT

CONSTRUCTION ENGINEERING

SPECIFICATION

MINOR PLUMBING



JOB No. 12-CE41

DATE: 1-10-2012

LIST OF SPECIFICATIONS

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGES</u>
00000	Cover	01
00000	Table of Contents	01

DIVISION 1 - GENERAL REQUIREMENTS

01005	General Instructions	04
01545	Safety Requirements	01
01546	Fire Safety Requirements	03
01561	Environment Protection	01
01600	Material and Equipment	02
01710	Cleaning	01

- 1 References .1 National Building Code of Canada (NBC) 2010, Canadian Plumbing Code 2010, Natural Gas and Propane Installation Code - CAN/CSA-B149.1-10, and the Boilers and Pressure Vessel Act 2010.
- 2 Description of Work .1 Work under this Standing Offer covers the supply of all labour, equipment, materials, and supervision required to complete minor plumbing and welding services, arc, acetylene and pressure "B" projects, as well as pressure vessel inspection and/or repair in various buildings on an "as and when" requested basis for the Department of National Defence, Western Area Training Centre, Denwood, Alberta, T0B 1B0.
- .2 The work covered by this Standing Offer includes, but not limited to:
- .1 Carrying out emergency repairs
 - .2 Supply and installation of parts
 - .3 Repairs of equipment with approval of the Contract Office
 - .4 Guarantee/Warranty of parts and workmanship
 - .5 Clean up of work site.
- 3 Work Schedule .1 When schedule has been approved by the Contract Officer; take necessary measures to complete work within the scheduled time. Do not change schedule without Contract Officer's approval.
- .2 Contractor is to respond to call up notification with four (4) hours and the actual work will be performed within a timeframe mutually agreed to by both parties. In case of an emergency the Contractor is to respond to DND within one (1) hour and work will commence immediately.
- .3 Welding service shall be available 24 hours per day on a maximum of eight (8) hours response time.
- 4 Contractor's Use of Site .1 Use of Site: Exclusive and complete for the execution of the work except as follows:
- .1 Movements around site shall be subject to restrictions imposed by Contract Inspector.
 - .2 Do not unreasonably encumber site with materials or equipment.
- 5 Codes and Standards .1 Perform all work in accordance with National Building Code of Canada (NBC), Canadian Plumbing Code, Natural Gas Installation Code, Propane Installation Code and Boiler and Pressure Act.
- .2 Materials and workmanship must conform to or exceed applicable standards of Canadian General Standards Board (CGSB), Canadian Standards Association (CSA),

		American Society for Testing and Materials (ASTM) and other referenced organizations.
<u>5 Codes and Standards (con't)</u>	3	Conform to latest revision of dated referenced standards, as reaffirmed or revised to date of this specification. Standards or codes not dated shall be deemed the edition in force on date of this specification.
<u>6 Setting Out of Work</u>	.1	Provide at the job site a full-time experienced competent foreman, capable of and having authority to speak on Contractor's behalf, on day-to-day routine matters.
	.2	Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
	.3	Provide devices needed to layout and construct work.
	.4	Supply such devices as straight edges and templates required to facilitate Contract Officer's inspection or work.
	.5	It is the Contractor's responsibility to locate and mark all underground utilities before any excavation will be permitted. Hand digging is mandatory when working in close proximity to any underground utility.
	.6	Contractor is responsible to require all pertinent dig permits prior to any excavation beginning.
<u>7 Alterations to Existing Buildings</u>	.1	Execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with Engineer to facilitate execution of work.
	.2	Where security has been reduced by work of Standing Offer, provide temporary means to maintain security.
	.3	Accept liability for damage, safety of equipment and overloading of existing equipment.
	.4	Provide temporary dust screens, barriers, warning signs in locations where renovation and alteration work is adjacent to areas, which will be operative during such work.
	.5	Provide "as built" drawings for any location modifications, whether inside or outside of a building, or underground.
<u>8 Cutting, Fitting and Patching</u>	.1	Execute cutting (including excavation), fitting and patching of work that may be required to make-work fit properly together to receive or be received by other work.
	.2	Where existing work is altered or cut, patch and make good to match existing, adjacent surfaces.
	.3	Obtain approval before cutting, coring or sleeving load-bearing members.

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- .4 Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.
- .5 Fit work airtight to pipes, sleeves, ducts and conduits.
- 9 Warranty
- .1 If at any time after the acceptance of the work and before the expiration of one (1) year, any portion of the work requires repairs by reason of faulty material or workmanship, such materials and construction being a part of the original construction, the OWNER shall notify the CONTRACTOR either in person or by mail, that such repairs are necessary and shall define the amount and nature of the work to be done in order to rebuild it. If the CONTRACTOR does not cause such repairs within ten (10) days after such notice, the OWNER shall have the right to purchase the materials and employ men to execute the repairs, and the cost shall be charged to the CONTRACTOR.
- .2 Nothing herein shall be construed to cover wear and tear caused by the action of elements, except when such wear and tear discloses the use of improper materials or construction methods.
- 10 Completion Time
- .1 All work shall be completed within a reasonable time frame, agreed upon by both the Contract Officer and Contractor.
- 11 Invoice
- .1 Invoices to be in duplicate with the following information:
- .1 GST Registration Number;
 - .2 Date started;
 - .3 Date finished;
 - .4 Requisition number;
 - .5 Work Order number;
 - .6 Journeyman's name and hours;
 - .7 Helpers hours;
 - .8 Detailed Material list plus % mark-up;
 - .9 Sub Total;
 - .10 GST;
 - .11 Total;
- 12 Project Estimate Cost
- .1 The Contractor is to provide a complete and detailed cost estimate for each project.
- .2 All invoices must be submitted within (30) thirty days from work completion.
- .3 Contractor is to provide copies of material invoices upon request.
- .4 Contractor to provide copies of any sub-contractor invoices.

13 Journeyman
Licence

- .1 All tradesman employed on projects must possess a journeyman licence, otherwise their hours will be calculated at a labourer rate.
- .2 There shall be a journeyman on the job site for each trade involved in each project.
- .3 A copy of the journeyman ticket, of any tradesmen who is to be employed by the Contractor is to be provided for the contract cell file.

***** END *****

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| <u>1 Construction Safety Measures</u> | .1 | Observe and enforce construction safety measures of National Building Code 2010 Part 8, Canadian Labour Code 2010, Provincial Government, Worker's Compensation Board, Alberta Occupational Health and Safety, and municipal authority provided. In any case of conflict or discrepancy, the more stringent requirements shall apply. |
| <u>2 Overloading</u> | .1 | Ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation. |
| <u>3 Falsework</u> | .1 | Design and construct falsework in accordance with CSA S269.1-1975. |
| <u>4 Scaffolding</u> | .1 | Design and construct scaffolding in accordance with CSA S269.2-M87. |
| <u>5 WHMIS</u> | .1 | Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada. |
| | .2 | Deliver copies of WHMIS data sheets to Engineer on delivery of materials. |

***** END *****

- 1 Fire Safety Plan .1 Contractors and their personnel shall abide with this section and its requirements.
- 2 Codes .1 Contractors shall follow the National Fire Code 2010.
- 3 Fire Department Briefing .1 The Construction Project Manager shall co-ordinate arrangements for the contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced, as needed.
- 4 Reporting Fires .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
- .1 Activate nearest fire alarm box, or
- .2 Telephone ext 3333 or 911.
- .3 Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 5 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm systems shall not be:
- .1 Obstructed.
- .2 Shut-off.
- .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
- 6 Fire Extinguishers .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.
- 7 Blockage of Roadways .1 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.
- 8 Smoking Precautions .1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.
- 9 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Removal:

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- .1 All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
- 10 Rubbish and Waste Materials .3 Storage:
.1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
.2 Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed.
- 11 Flammable Liquids .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada 2010.
.2 Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 20 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 20 litres for work purposes, requires the permission of the Fire Chief.
.3 Transfer of flammable liquids is prohibited within buildings.
.4 Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.
.5 Flammable liquids having a flash point below 38 °C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
.6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.
- 12 Hazardous Substances .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada 2010.
.2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- 13 Hazardous 3 Wherever work is being carried out in dangerous or

Substances (con't)

hazardous areas involving the use of heat, firewatchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.

- .4 Where flammable liquids, such as lacquers or urethane are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

14 Questions and/or Clarification

- .1 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

***** END *****

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| <u>1 Environmental Acts</u> | .1 | Contractor shall abide by Canadian Environmental Protection Act, 1999 and the Canadian Environmental Assessment Act, 2012. |
| <u>2 Fires</u> | .1 | Fires and burning of rubbish on site shall not be permitted. |
| <u>3 Disposal of Wastes</u> | .1 | Do not bury rubbish and waste materials <u>on</u> site unless approved by Engineer. |
| | .2 | Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers. |
| <u>4 Drainage</u> | .1 | Provide temporary drainage and pumping as necessary to keep excavations and site free from water. |
| | .2 | Do not pump water containing suspended materials into waterways, sewer or drainage systems. |
| | .3 | Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements. |
| <u>5 Smoking of Tobacco Products</u> | .1 | Smoking of tobacco product are <u>NOT PERMITTED</u> in DND buildings. |

***** END *****

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| <u>1 General</u> | .1 | Use new products unless otherwise specified. |
| <u>2 Manufacturers Instructions</u> | .1 | Unless otherwise specified, comply with manufacturer's latest printed instructions for materials. |
| | .2 | Notify Contracts Officer, in writing, of any conflict between these specifications and manufacturer's instructions. Contracts Officer will designate which document is to be followed. |
| <u>3 Fastenings – General</u> | .1 | Provide metal fastenings and accessories in same texture, colour and finish as base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use non-corrosive fasteners, anchors and spacers for securing exterior work. |
| | .2 | Space anchors within limits of load bearing or shear capacity and ensure that they provide positive permanent anchorage. Wood plugs not acceptable. |
| | .3 | Keep exposed fastenings to minimum, space evenly and lay out neatly. |
| | .4 | Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable. |
| | .5 | Obtain Contracts Officer approvals before using explosive actuated fastening devices. If approval is obtained, all explosive actuated fastening tools used by employees shall meet the standards set out in CSA Standard Z166-1975, <i>Explosive Actuated Fastening Tools</i> , dated June, 1975. |
| <u>4 Fastenings - Equipment</u> | .1 | Fastenings of standard commercial sizes and patterns with material and finish suitable for service. |
| | .2 | Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas. |
| | .3 | Bolts may not project more than one diameter beyond nuts. |
| | .4 | Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur and resilient washers with stainless steel. |
| <u>5 Delivery and Storage</u> | .1 | Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact. |
| | .2 | Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site. |

5 Delivery and
Storage (con't)

- .3 Store material and equipment in accordance with suppliers instructions.
- 4 Touch-up damaged factory finished surfaces to Contracts Officer satisfaction. Use primer or enamel to match original. Do not paint over name plates.

***** END *****

1 General

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .2 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .3 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

2 Materials

- .1 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

3 Cleaning During Installation

- .1 Provide on-site dump containers for collection of waste materials, and debris.
- .2 Dispose of waste materials, and debris off site.
- .3 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

4 Final Cleaning

- .1 Remove grease, dust dirt, stains, labels, fingerprints, and other foreign materials, from interior and exterior finished surfaces including glass and other polished surfaces.
- .2 Broom clean paved surfaces; rake clean other surfaces of grounds.
- .3 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.
- .4 Cleaning to be completed to the satisfaction of the contracts inspector.

***** END *****