

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government Services Canada/Réception des soumissions Travaux publics et Services gouvernementaux Canada**  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016

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

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> RMSO- FIBERGLASS REPAIRS-VESSELS	
<b>Solicitation No. - N° de l'invitation</b> E6HAL-130009/A	<b>Date</b> 2013-11-18
<b>Client Reference No. - N° de référence du client</b> E6HAL-13-0009	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-9133
<b>File No. - N° de dossier</b> HAL-3-71195 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa	<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902)496-5166 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1. INTRODUCTION**

THE REQUEST FOR STANDING OFFERS (RFSO) IS DIVIDED INTO SEVEN PARTS PLUS ATTACHMENTS AND ANNEXES, AS FOLLOWS:

PART 1 GENERAL INFORMATION: PROVIDES A GENERAL DESCRIPTION OF THE REQUIREMENT;

PART 2 OFFEROR INSTRUCTIONS: PROVIDES THE INSTRUCTIONS APPLICABLE TO THE CLAUSES AND CONDITIONS OF THE RFSO;

PART 3 OFFER PREPARATION INSTRUCTIONS: PROVIDES OFFERORS WITH INSTRUCTIONS ON HOW TO PREPARE THEIR OFFER TO ADDRESS THE EVALUATION CRITERIA SPECIFIED;

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION: INDICATES HOW THE EVALUATION WILL BE CONDUCTED, THE EVALUATION CRITERIA WHICH MUST BE ADDRESSED IN THE OFFER, AND THE BASIS OF SELECTION;

PART 5 CERTIFICATIONS: INCLUDES THE CERTIFICATIONS TO BE PROVIDED;

PART 6 SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS: INCLUDES SPECIFIC REQUIREMENTS THAT MUST BE ADDRESSED BY OFFERORS; AND

PART 7 7A, STANDING OFFER, AND 7B, RESULTING CONTRACT CLAUSES:

7A, INCLUDES THE STANDING OFFER CONTAINING THE OFFER FROM THE OFFEROR AND THE APPLICABLE CLAUSES AND CONDITIONS;

7B, INCLUDES THE CLAUSES AND CONDITIONS WHICH WILL APPLY TO ANY CONTRACT RESULTING FROM A CALL-UP MADE PURSUANT TO THE STANDING OFFER.

THE ANNEXES INCLUDE THE REQUIREMENT , THE BASIS OF PAYMENT , INSURANCE, SECURITY AND STATEMENT OF CONTRACTOR'S REQUIREMENT.

### **2. SUMMARY**

TO PROVIDE SERVICES OF LABOUR, PARTS, MATERIAL AND EQUIPMENT REQUIRED TO PROVIDE HAULING OUT OF THE WATER (VIA SLIPWAY) UP TO 60 FOOT FIBERGLASS VESSELS FOR THE PURPOSE OF REPAIR AS NECESSARY ALONG WITH OTHER MISCELLANEOUS FIBERGLASS REPAIRS TO VARIOUS GOVERNMENT VESSELS IN THE NOVA SCOTIA AREA ON AN "URGENT" AND "AS AND WHEN REQUESTED" BASIS. PERIOD 01 JANUARY 2014 TO 31 DECEMBER 2015.

**DELIVERY: URGENT: ONE (1) HOUR FROM RECEIPT OF CALL-UP DOCUMENT. ROUTINE: THREE (3) HOURS FROM RECEIPT OF CALL-UP DOCUMENT..**

THE CONTRACTOR WILL BE RESPONSIBLE TO ENSURE THAT ALL WORK IS CARRIED OUT IN ACCORDANCE WITH DND STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR) AND DFO / CCG SAFETY ANNEX FOR THOSE ITEMS THAT ARE PERTINENT TO THE CONTRACTOR'S OPERATION.

### **3. SECURITY REQUIREMENT**

THERE IS A SECURITY REQUIREMENT ASSOCIATED WITH THE REQUIREMENT OF THE STANDING OFFER. FOR ADDITIONAL INFORMATION, SEE PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS, AND PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.

### **4. DEBRIEFINGS**

AFTER ISSUANCE OF A STANDING OFFER, OFFERORS MAY REQUEST A DEBRIEFING ON THE RESULTS OF THE REQUEST FOR STANDING OFFERS PROCESS. OFFERORS SHOULD MAKE THE REQUEST TO THE STANDING OFFER AUTHORITY WITHIN 15 WORKING DAYS OF RECEIPT OF THE RESULTS OF THE REQUEST FOR STANDING OFFERS PROCESS. THE DEBRIEFING MAY BE IN WRITING, BY TELEPHONE OR IN PERSON.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

ALL INSTRUCTIONS, CLAUSES AND CONDITIONS IDENTIFIED IN THE REQUEST FOR STANDING OFFERS (RFSO) BY NUMBER, DATE AND TITLE ARE SET OUT IN THE STANDARD ACQUISITION CLAUSES AND CONDITIONS MANUAL

([HTTPS://BUYANSELL.GC.CA/POLICY-AND-GUIDELINES/STANDARD-ACQUISITION-CLAUSES-AND-CONDITIONS-MANUAL](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)) ISSUED BY PUBLIC WORKS AND GOVERNMENT SERVICES CANADA.

OFFERORS WHO SUBMIT AN OFFER AGREE TO BE BOUND BY THE INSTRUCTIONS, CLAUSES AND CONDITIONS OF THE RFSO AND ACCEPT THE CLAUSES AND CONDITIONS OF THE STANDING OFFER AND RESULTING CONTRACT(S).

THE 2006 (2013-03-21) 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**

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OFFERS MUST BE SUBMITTED ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT BY THE DATE, TIME AND PLACE INDICATED ON PAGE 1 OF THE REQUEST FOR STANDING OFFERS.

### 3. ENQUIRIES - REQUEST FOR STANDING OFFERS

ALL ENQUIRIES MUST BE SUBMITTED IN WRITING TO THE STANDING OFFER AUTHORITY NO LATER THAN 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 NOVA SCOTIA

OFFERORS MAY, AT THEIR DISCRETION, SUBSTITUTE THE APPLICABLE LAWS OF A CANADIAN PROVINCE OR TERRITORY OF THEIR CHOICE WITHOUT AFFECTING THE VALIDITY OF THEIR OFFER, BY DELETING THE NAME OF THE CANADIAN PROVINCE OR TERRITORY SPECIFIED AND INSERTING THE NAME OF THE CANADIAN PROVINCE OR TERRITORY OF THEIR CHOICE. IF NO CHANGE IS MADE, IT ACKNOWLEDGES THAT THE APPLICABLE LAWS SPECIFIED ARE ACCEPTABLE TO THE OFFERORS.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. OFFER PREPARATION INSTRUCTIONS

CANADA REQUESTS THAT OFFERORS PROVIDE THEIR OFFER IN SEPARATELY BOUND SECTIONS AS FOLLOWS:

SECTION I      TECHNICAL OFFER (ONE HARD COPY)  
SECTION II     FINANCIAL OFFER (ONE HARD COPY)

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**SECTION III: CERTIFICATIONS ( TWO HARD COPIES)**

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-PWGC.GC.CA/ECOLOGISATION-GREENING/ACHATS-PROCUREMENT/POLITIQUE-PO LICY-ENG.HTML](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 8.5 X 11 INCH (216 MM X 279 MM) 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: TECHNICAL OFFER**

IN THEIR TECHNICAL OFFER, OFFERORS SHOULD EXPLAIN AND DEMONSTRATE HOW THEY PROPOSE TO MEET THE REQUIREMENTS AND HOW THEY WILL CARRY OUT THE WORK.

**SECTION II: FINANCIAL OFFER**

OFFERORS MUST SUBMIT THEIR FINANCIAL OFFER IN ACCORDANCE WITH ANNEX B, BASIS OF PAYMENT. THE TOTAL AMOUNT OF GOODS AND SERVICES TAX OR HARMONIZED SALES TAX MUST BE SHOWN SEPARATELY, IF APPLICABLE.

**PAYMENT BY CREDIT CARD**

CANADA REQUESTS THAT OFFERORS COMPLETE ONE OF THE FOLLOWING:

- (A) ( ) GOVERNMENT OF CANADA ACQUISITION CARDS (CREDIT CARDS) WILL BE ACCEPTED FOR PAYMENT OF CALL-UPS AGAINST THE STANDING OFFER.

THE FOLLOWING CREDIT CARD(S) ARE ACCEPTED:

VISA \_\_\_\_\_

MASTER CARD \_\_\_\_\_

- (B) ( ) GOVERNMENT OF CANADA ACQUISITION CARDS (CREDIT CARDS) WILL NOT BE ACCEPTED FOR PAYMENT OF CALL-UPS AGAINST THE STANDING OFFER.

THE OFFEROR IS NOT OBLIGATED TO ACCEPT PAYMENT BY CREDIT CARD.

ACCEPTANCE OF CREDIT CARDS FOR PAYMENT OF CALL-UPS WILL NOT BE CONSIDERED AS AN EVALUATION CRITERION.

### SECTION III: CERTIFICATIONS

OFFERORS MUST SUBMIT THE CERTIFICATIONS REQUIRED UNDER PART 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. EVALUATION PROCEDURES

(A) OFFERS WILL BE ASSESSED IN ACCORDANCE WITH THE ENTIRE REQUIREMENT OF THE REQUEST FOR STANDING OFFERS INCLUDING THE TECHNICAL AND FINANCIAL EVALUATION CRITERIA.

(B) AN EVALUATION TEAM COMPOSED OF REPRESENTATIVES OF CANADA WILL EVALUATE THE OFFERS.

### 2. BASIS OF SELECTION

A BID MUST COMPLY WITH ALL REQUIREMENTS OF THE BID SOLICITATION TO BE DECLARED RESPONSIVE. THE RESPONSIVE BID WITH THE LOWEST EVALUATED PRICE, AS CALCULATED IN ANNEX B FOR AN EVALUATION TOTAL, WILL BE RECOMMENDED FOR AWARD OF A CONTRACT.

## 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**

BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES AS PER SECTION 01 OF STANDARD INSTRUCTIONS 2006, FOR HIMSELF AND HIS AFFILIATES, TO BE IN COMPLIANCE WITH THE CODE OF CONDUCT AND CERTIFICATIONS CLAUSE OF THE STANDARD INSTRUCTIONS. THE RELATED DOCUMENTATION THEREIN REQUIRED WILL HELP CANADA IN CONFIRMING THAT THE CERTIFICATIONS ARE TRUE.

## **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 WORKER'S COMPENSATION - LETTER OF GOOD STANDING**

IT IS MANDATORY THAT THE BIDDER HAS AN ACCOUNT IN GOOD STANDING WITH THE PROVINCIAL WORKERS COMPENSATION BOARD/COMMISSION

BEFORE CONTRACT AWARD, AND WITHIN 24 HOURS OF WRITTEN NOTIFICATION BY THE CONTRACTING AUTHORITY THE SUCCESSFUL BIDDER MUST SUBMIT A CERTIFICATE OR LETTER OF GOOD STANDING FROM THE APPLICABLE WORKER'S COMPENSATION BOARD/COMMISSION. FAILURE TO PROVIDE THIS INFORMATION WILL RENDER THE BID AS NON-RESPONSIVE.

### **2.2. CONTROLLED GOODS**

1. AS THE RESULTING CONTRACT WILL REQUIRE THE PRODUCTION OF OR ACCESS TO CONTROLLED GOODS THAT ARE SUBJECT TO THE DEFENCE PRODUCTION ACT, R.S. 1985, c.D-1, BIDDERS ARE ADVISED THAT WITHIN CANADA ONLY PERSONS WHO ARE REGISTERED, EXEMPT OR EXCLUDED UNDER THE CONTROLLED GOODS PROGRAM (CGP) ARE LAWFULLY ENTITLED TO EXAMINE, POSSESS OR TRANSFER CONTROLLED GOODS. DETAILS ON HOW TO REGISTER UNDER THE GCP ARE AVAILABLE AT: [HTTP://WWW.CGP.GC.CA](http://www.cgp.gc.ca), AND REGISTRATION IS CARRIED OUT AS FOLLOWS:

(A) WHEN THE BID SOLICITATION INCLUDES CONTROLLED GOODS INFORMATION OR TECHNOLOGY, THE BIDDER MUST BE REGISTERED, EXEMPT OR EXCLUDED UNDER THE CGP BEFORE RECEIVING THE BID SOLICITATION. REQUESTS FOR TECHNICAL DATA PACKAGES OR SPECIFICATIONS RELATED TO CONTROLLED GOODS SHOULD BE MADE IN WRITING TO THE CONTRACTING AUTHORITY IDENTIFIED IN THE BID SOLICITATION AND MUST CONTAIN THE CGP REGISTRATION NUMBER OR WRITTEN PROOF OF EXEMPTION OR EXCLUSION OF THE BIDDER AND OF ANY OTHER PERSON TO WHOM THE BIDDER WILL GIVE ACCESS TO THE CONTROLLED GOODS.

(B) WHEN THE BID SOLICITATION DOES NOT INCLUDE CONTROLLED GOODS INFORMATION OR TECHNOLOGY BUT THE RESULTING CONTRACT REQUIRES THE PRODUCTION OF OR ACCESS TO CONTROLLED GOODS, THE SUCCESSFUL BIDDER AND ANY SUBCONTRACTOR WHO WILL BE PRODUCING OR ACCESSING CONTROLLED GOODS MUST BE REGISTERED, EXEMPT OR EXCLUDED UNDER THE CGP BEFORE EXAMINING, POSSESSING OR TRANSFERRING CONTROLLED GOODS.

(C) WHEN THE SUCCESSFUL BIDDER AND ANY SUBCONTRACTOR PROPOSED TO EXAMINE, POSSESS OR TRANSFER CONTROLLED GOODS ARE NOT REGISTERED, EXEMPT OR EXCLUDED UNDER THE CGP AT TIME OF CONTRACT AWARD, THE SUCCESSFUL BIDDER AND ANY SUBCONTRACTOR MUST, WITHIN SEVEN (7) WORKING DAYS FROM RECEIPT OF WRITTEN NOTIFICATION OF CONTRACT AWARD, ENSURE THAT THE REQUIRED APPLICATION(S) FOR REGISTRATION OR EXEMPTION ARE SUBMITTED TO THE CGP. NO EXAMINATION, POSSESSION OR TRANSFER OF CONTROLLED GOODS MUST BE PERFORMED UNTIL THE SUCCESSFUL BIDDER HAS PROVIDED PROOF, SATISFACTORY TO THE CONTRACTING AUTHORITY, THAT THE SUCCESSFUL BIDDER AND ANY SUBCONTRACTOR ARE REGISTERED, EXEMPT, OR EXCLUDED UNDER THE CGP.

FAILURE TO PROVIDE PROOF, SATISFACTORY TO THE CONTRACTING AUTHORITY, THAT THE SUCCESSFUL BIDDER AND ANY SUBCONTRACTOR ARE REGISTERED, EXEMPT OR EXCLUDED UNDER THE CGP, WITHIN THIRTY (30) DAYS FROM RECEIPT OF WRITTEN NOTIFICATION OF CONTRACT AWARD, WILL BE CONSIDERED A DEFAULT UNDER THE RESULTING CONTRACT EXCEPT TO THE EXTENT THAT CANADA IS RESPONSIBLE FOR THE FAILURE DUE TO DELAY IN PROCESSING THE APPLICATION.

2. BIDDERS ARE ADVISED THAT ALL INFORMATION ON THE APPLICATION FOR REGISTRATION (OR EXEMPTION) FORM WILL BE VERIFIED AND ERRORS OR INACCURACIES MAY CAUSE SIGNIFICANT DELAYS AND/OR RESULT IN DENIAL OF REGISTRATION OR EXEMPTION.

## **PART 6 - SECURITY< FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1.1 SECURITY REQUIREMENTS CHECK LIST . SECURITY REQUIREMENTS (DND REQUIREMENTS ONLY)**

**AT THE RFSO CLOSING DATE, THE FOLLOWING CONDITIONS MUST BE MET:**

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THE CONTRACTOR/OFFER MUST, AT ALL TIMES DURING THE PERFORMANCE OF THE CONTRACT/STANDING OFFER, HOLD A VALID DESIGNATED ORGANIZATION SCREENING (DOS), ISSUED BY THE CANADIAN AND INTERNATIONAL INDUSTRIAL SECURITY DIRECTORATE (CIISD), PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC).

THE CONTRACTOR/OFFEROR PERSONNEL REQUIRING ACCESS TO SENSITIVE WORK SITE(S) MUST EACH HOLD A VALID RELIABILITY STATUS, GRANTED OR APPROVED BY CIISD/PWGSC. UNTIL THE SECURITY SCREENING OF THE CONTRACTOR/OFFEROR PERSONNEL REQUIRED BY THIS CONTRACT/STANDING OFFER HAS BEEN COMPLETED SATISFACTORILY BY THE CIISD, PWGSC, THE CONTRACTOR/OFFEROR PERSONNEL MAY NOT HAVE ACCESS TO PROTECTED INFORMATION OR ASSETS, AND MAY NOT ENTER SITES WHERE SUCH INFORMATION OR ASSETS ARE KEPT, WITHOUT AN ESCORT, PROVIDED BY THE DEPARTMENT OR AGENCY FOR WHICH THE WORK IS BEING PERFORMED.

SUBCONTRACTS WHICH CONTAIN SECURITY REQUIREMENTS ARE NOT TO BE AWARDED WITHOUT THE PRIOR WRITTEN PERMISSION OF CIISD/PWGSC.

THE CONTRACTOR/OFFEROR MUST COMPLY WITH THE PROVISIONS OF THE:

- A) SECURITY REQUIREMENTS CHECK LIST, ATTACHED AT ANNEX "E"
- B) INDUSTRIAL SECURITY MANUAL (LATEST EDITION).

BEFORE ISSUANCE OF A STANDING OFFER, THE FOLLOWING CONDITIONS MUST ALSO BE MET:

THE CONTRACTOR'S PERSONNEL SHALL HOLD VALID SECURITY CLEARANCE TO THE RELIABILITY STATUS LEVEL AT ALL TIMES DURING THE PERFORMANCE OF WORK AGAINST A CALL-UP. UPON AWARD, WHILE AWAITING FINAL SECURITY SCREENING OF THE SUCCESSFUL BIDDER BY PWGSC, FMFCS CONTRACTS OFFICE MAY ARRANGE FOR ESCORT IN ORDER TO MEET THE REQUIREMENTS SET FORTH IN THE SRCL. SRCL WILL BE SENT TO SUPPLIERS AS A SEPARATE DOCUMENT.

THE CONTRACTOR SHALL NOT REMOVE ANY DESIGNATED INFORMATION OR ASSETS FROM THE IDENTIFIED WORK SITE(S), AND THE CONTRACTOR SHALL ENSURE THAT ITS PERSONNEL ARE MADE AWARE OF AND COMPLY WITH THIS RESTRICTION.

THE CONTRACTOR SHALL ENSURE THAT ALL PERSONNEL EMPLOYED DURING WORK RESULTING FROM ANY CALL-UPS ARE IN POSSESSION OF PHOTO IDENTIFICATION ON THEIR PERSON AT ALL TIMES WHILE WORKING IN THE CONTROLLED SITE.

**6.1.2 VISITOR CLEARANCE REQUEST.** THE SUCCESSFUL BIDDER MUST ENSURE ARRANGEMENTS ARE IN PLACE FOR A VISITOR CLEARANCE REQUEST (VCR). THE SECURITY OFFICER OF THE SUCCESSFUL BIDDER IS TO CONTACT:

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
 CIISD CANADIAN AND INTERNATIONAL INDUSTRIAL SECURITY DIRECTORATE  
 2745 IRIS STREET, 3RD FLOOR  
 OTTAWA, ONTARIO  
 K1A 0S5  
 TEL: 613-948-4176

VCR'S ARE REQUIRED FOR ALL PERSONNEL ACCESSING DEPARTMENT OF NATIONAL DEFENCE PROPERTY. FAILURE TO OBTAIN A VISITOR CLEARANCE REQUEST COULD RESULT IN THE TERMINATION OF THE SOA.

THIS IS REQUIRED FOR ANY PERSONNEL ACCESSING PROTECTED, CONFIDENTIAL DRAWINGS, SPECIFICATIONS, OR MATERIALS.

## 6.2. FINANCIAL CAPABILITY

*SACC MANUAL* CLAUSE M9033T (2011-05-16) FINANCIAL CAPABILITY

## 6.3. INSURANCE REQUIREMENTS

THE BIDDER MUST PROVIDE, WITHIN FIVE (5) WORKING DAYS OF WRITTEN NOTIFICATION FROM THE CONTRACTING AUTHORITY, A LETTER FROM AN INSURANCE BROKER OR AN INSURANCE COMPANY LICENSED TO OPERATE IN CANADA STATING THAT THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THE BID SOLICITATION, CAN AND WILL BE INSURED IN ACCORDANCE WITH THE INSURANCE REQUIREMENTS SPECIFIED IN ANNEX "D".

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. OFFER

- 1.1** TO PROVIDE SERVICES OF LABOUR, PARTS, MATERIAL AND EQUIPMENT REQUIRED TO PROVIDE HAULING OUT OF THE WATER (VIA SLIPWAY) UP TO 60 FOOT FIBERGLASS VESSELS FOR THE PURPOSE OF REPAIR AS NECESSARY ALONG WITH OTHER MISCELLANEOUS FIBERGLASS REPAIRS TO VARIOUS GOVERNMENT VESSELS IN THE NOVA SCOTIA AREA ON AN "URGENT" AND "AS AND WHEN REQUESTED" BASIS. PERIOD AWARD DATE TO 31 DECEMBER 2014.

DELIVERY: URGENT: ONE (1) HOUR FROM RECEIPT OF CALL-UP DOCUMENT. ROUTINE: THREE (3) HOURS FROM RECEIPT OF CALL-UP DOCUMENT.

THE CONTRACTOR WILL BE RESPONSIBLE TO ENSURE THAT ALL WORK IS CARRIED OUT IN ACCORDANCE WITH DND STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR) AND DFO / CCG SAFETY ANNEX FOR THOSE ITEMS THAT ARE PERTINENT TO THE CONTRACTOR'S OPERATION.

## 2. SECURITY

1. THE CONTRACTOR/OFFEROR MUST, AT ALL TIMES DURING THE PERFORMANCE OF THE CONTRACT/STANDING OFFER, HOLD A VALID DESIGNATED ORGANIZATION SCREENING (DOS), ISSUED BY THE CANADIAN INDUSTRIAL SECURITY DIRECTORATE (CISD), PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC).

2. THE CONTRACTOR/OFFEROR PERSONNEL REQUIRING ACCESS TO SENSITIVE WORK SITE(S) MUST EACH HOLD A VALID RELIABILITY STATUS, GRANTED OR APPROVED BY CISD/PWGSC.

UNTIL THE SECURITY SCREENING OF THE CONTRACTOR PERSONNEL REQUIRED BY THIS CONTRACT HAS BEEN COMPLETED SATISFACTORILY BY THE CISD, PWGSC, THE CONTRACTOR PERSONNEL MAY NOT ENTER SITES WITHOUT AN ESCORT

3. SUBCONTRACTS WHICH CONTAIN SECURITY REQUIREMENTS ARE NOT TO BE AWARDED WITHOUT THE PRIOR WRITTEN PERMISSION OF CISD/PWGSC.

4. THE CONTRACTOR/OFFEROR MUST COMPLY WITH THE PROVISIONS OF THE:

(A) SECURITY REQUIREMENTS CHECK LIST AND SECURITY GUIDE (IF APPLICABLE), ATTACHED AT ANNEX E;

(B) INDUSTRIAL SECURITY MANUAL (LATEST EDITION).

ACCESS TO PORT FACILITIES AND GOVERNMENT VESSELS IS CONTROLLED. THE CONTRACTOR MUST COMPLY WITH APPLICABLE REQUIREMENTS. A SYSTEM OF POSITIVE IDENTIFICATION, SIGN-IN AND OUT, AND WEARING OF IDENTIFICATION BAGDES WHILE WITHIN PORT FACILITIES OR ONBOARD GOVERNMENT VESSELS IS REQUIRED.

THE CONTRACTING AND THE PROJECT AUTHORITY RESERVE THE RIGHT TO DIRECT THAT CONTRACTORS PERSONNEL BE SECURITY CLEARED AS NECESSARY.

## 3. STANDARD CLAUSES AND CONDITIONS

ALL CLAUSES AND CONDITIONS IDENTIFIED IN THE STANDING OFFER AND RESULTING CONTRACT(S) BY NUMBER, DATE AND TITLE ARE SET OUT IN THE STANDARD ACQUISITION CLAUSES AND CONDITIONS MANUAL

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([HTTPS://BUYANDELL.GC.CA/POLICY-AND-GUIDELINES/STANDARD-ACQUISITION-CLAUSES-AND-CONDITIONS-MANUAL](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)) ISSUED BY PUBLIC WORKS AND GOVERNMENT SERVICES CANADA.

### **3.1 GENERAL CONDITIONS**

2005 (2013-04-25) GENERAL CONDITIONS - STANDING OFFERS - GOODS OR SERVICES, APPLY TO AND FORM PART OF THE STANDING OFFER.

### **3.2 STANDING OFFERS REPORTING**

THE OFFEROR MUST COMPILE AND MAINTAIN RECORDS ON ITS PROVISION OF GOODS, SERVICES OR BOTH TO THE FEDERAL GOVERNMENT UNDER CONTRACTS RESULTING FROM THE STANDING OFFER. THIS DATA MUST INCLUDE ALL PURCHASES PAID FOR BY A GOVERNMENT OF CANADA ACQUISITION CARD.

THE OFFEROR MUST PROVIDE THIS DATA IN ACCORDANCE WITH THE REPORTING REQUIREMENTS DETAILED. IF SOME DATA IS NOT AVAILABLE, THE REASON MUST BE INDICATED. IF NO GOODS OR SERVICES ARE PROVIDED DURING A GIVEN PERIOD, THE OFFEROR MUST STILL PROVIDE A "NIL" REPORT.

THE DATA MUST BE SUBMITTED ON A QUARTERLY BASIS TO THE STANDING OFFER AUTHORITY.

THE QUARTERLY REPORTING PERIODS ARE DEFINED AS FOLLOWS :

1ST QUARTER : APRIL 1 TO JUNE 30 ;  
2ND QUARTER : JULY 1 TO SEPTEMBER 30 ;  
3RD QUARTER : OCTOBER 1 TO DECEMBER 31 ;  
4TH QUARTER : JANUARY 1 TO MARCH 31 .

THE DATA MUST BE SUBMITTED TO THE STANDING OFFER AUTHORITY NO LATER THAN 15 CALENDAR DAYS AFTER THE END OF THE REPORTING PERIOD .

## **4. TERM OF STANDING OFFER**

### **4.1 PERIOD OF THE STANDING OFFER**

THE PERIOD FOR MAKING CALL-UPS AND PROVIDING SERVICES AGAINST THE STANDING OFFER IS FROM 01 JANUARY 2014 TO 31 DECEMBER 2015 INCLUSIVE.

## 5. AUTHORITIES

### 5.1 STANDING OFFER AUTHORITY

THE STANDING OFFER AUTHORITY IS:

THERESA BROW  
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
ACQUISITIONS BRANCH  
ATLANTIC

TELEPHONE: 902-496-5166  
FACSIMILE: 902-496-5016  
E-MAIL ADDRESS: THERESA.BROW@PWGSC-TPSGC.GC.CA

THE STANDING OFFER AUTHORITY IS RESPONSIBLE FOR THE ESTABLISHMENT OF THE STANDING OFFER, ITS ADMINISTRATION AND ITS REVISION, IF APPLICABLE. UPON THE MAKING OF A CALL-UP, AS CONTRACTING AUTHORITY, HE IS RESPONSIBLE FOR ANY CONTRACTUAL ISSUES RELATING TO INDIVIDUAL CALL-UPS MADE AGAINST THE STANDING OFFER BY ANY IDENTIFIED USER.

### 5.2 PROJECT AUTHORITY

THE PROJECT AUTHORITY FOR THE STANDING OFFER WILL BE IDENTIFIED IN THE CALL-UP AGAINST THE STANDING OFFER.

THE PROJECT AUTHORITY IS THE REPRESENTATIVE OF THE DEPARTMENT OR AGENCY FOR WHOM THE WORK WILL BE CARRIED OUT PURSUANT TO A CALL-UP AGAINST THE STANDING OFFER AND IS RESPONSIBLE FOR ALL THE TECHNICAL CONTENT OF THE WORK UNDER THE RESULTING CONTRACT.

### 5.3 OFFEROR'S REPRESENTATIVE

NAME:  
TELEPHONE  
FACSIMILIE:  
EMAIL:

## 6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

BY PROVIDING INFORMATION ON ITS STATUS, WITH RESPECT TO BEING A FORMER PUBLIC SERVANT IN RECEIPT OF A PUBLIC SERVICE SUPERANNUATION ACT (PSSA) PENSION, THE CONTRACTOR HAS AGREED THAT THIS INFORMATION WILL BE REPORTED ON DEPARTMENTAL WEBSITES AS PART OF THE PUBLISHED PROACTIVE DISCLOSURE REPORTS, IN ACCORDANCE WITH CONTRACTING POLICY NOTICE: 2012-2 OF THE TREASURY BOARD SECRETARIAT OF CANADA

**7. IDENTIFIED USERS**

THE IDENTIFIED USER AUTHORIZED TO MAKE CALL-UPS AGAINST THE STANDING OFFER IS : **ALL DEPARTMENTS AND/OR AGENCIES LOCATED IN THE HALIFAX REGIONAL MUNICIPALITIES.**

**8. CALL-UP INSTRUMENT**

THE WORK WILL BE AUTHORIZED OR CONFIRMED BY THE IDENTIFIED USER(S) USING FORM PWSC-TPSGC 942 CALL-UP AGAINST A STANDING OFFER, OR AN ELECTRONIC VERSION.

**9. LIMITATION OF CALL-UPS**

INDIVIDUAL CALL-UPS AGAINST THE STANDING OFFER MUST NOT EXCEED \$40,000.00 (GOODS AND SERVICES TAX OR HARMONIZED SALES TAX INCLUDED).

**10. FINANCIAL LIMITATION**

N/A

**11. PRIORITY OF DOCUMENTS**

IF THERE IS A DISCREPANCY BETWEEN THE WORDING OF ANY DOCUMENTS THAT APPEAR ON THE LIST, THE WORDING OF THE DOCUMENT THAT FIRST APPEARS ON THE LIST HAS PRIORITY OVER THE WORDING OF ANY DOCUMENT THAT SUBSEQUENTLY APPEARS ON THE LIST.

- A) THE CALL UP AGAINST THE STANDING OFFER, INCLUDING ANY ANNEXES;
- B) THE ARTICLES OF THE STANDING OFFER;
- C) THE GENERAL CONDITIONS 2005 (2012-11-19) GENERAL CONDITIONS - STANDING OFFERS - GOODS OR SERVICES
- D) THE SUPPLEMENTAL GENERAL CONDITIONS 1029- (2010-08-16) SHIP REPAIRS
- E) THE GENERAL CONDITIONS 2030 (2013-06-27)
- F) ANNEX A, REQUIREMENT;
- G) ANNEX B, BASIS OF PAYMENT ;
- H) ANNEX C, SECURITY REQUIREMENTS CHECK LIST
- I) ANNEX D, INSURANCE REQUIREMENTS ;
- J) ANNEX E, STATEMENT OF CONTRACTORS REQUIREMENTS;
- J) THE OFFEROR'S OFFER

**12. CERTIFICATIONS****13.1 COMPLIANCE**

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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.

### 13. APPLICABLE LAWS

THE STANDING OFFER AND ANY CONTRACT RESULTING FROM THE STANDING OFFER MUST BE INTERPRETED AND GOVERNED, AND THE RELATIONS BETWEEN THE PARTIES DETERMINED, BY THE LAWS IN FORCE IN NOVA SCOTIA

### 14. ADDITIONAL WORK OTHER THAN SPECIFIED

THE SITE AUTHORITY IS ONLY OBLIGATED TO COMPENSATE THE SUPPLIER FOR WORK CARRIED OUT AND SPECIFIED UNDER THE STATEMENT OF WORK PROVIDED. WORK CARRIED OUT BY THE SUPPLIER OTHER THAN THAT SPECIFIED IN THE STATEMENT OF WORK MAY NOT BE COMPENSATED FOR BY THE SITE AUTHORITY, UNLESS A WRITTEN AMENDMENT TO THE STATEMENT OF WORK HAS BEEN PROVIDED.

### 15. HAZARDOUS WASTE

#### ENVIRONMENTAL PROTECTION

THE CONTRACTOR WILL BE REQUIRED TO COMPLY TO THE FOLLOWING ACTS AND CODES :

1. CANADIAN ENVIRONMENT PROTECTION ACT.
2. FISHERIES PROTECTION ACT.
3. CANADA LABOUR CODE, CANADA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

CONTRACTORS AND THEIR SUBCONTRACTORS ENGAGED IN THE REMOVAL AND DISPOSAL OF POTENTIAL POLLUTANTS AND HAZARDOUS MATERIAL MUST CARRY OUT THIS WORK IN COMPLIANCE WITH THE APPLICABLE MUNICIPAL, PROVINCIAL AND FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE DETAILED PROCEDURES AND PROCESSES FOR IDENTIFYING, TRACKING, STORING, TRANSPORTING AND DISPOSING OF ALL POTENTIAL POLLUTANTS AND HAZARDOUS MATERIAL ENCOUNTERED, TO ENSURE COMPLIANCE WITH THE ABOVE STATED LAWS

AND REGULATIONS. THESE PROCEDURES ARE TO BE PROVIDED TO THE CONTRACTING OFFICER ON ACCEPTANCE OF THIS OFFER.

CONTRACTORS ARE ADVISED THAT ONLY PERSONNEL QUALIFIED IN THE REMOVAL AND DISPOSAL OF POTENTIAL POLLUTANTS AND HAZARDOUS MATERIAL ARE TO BE EMPLOYED FOR THIS WORK.

THE CONTRACTOR SHALL PROVIDE THE INSPECTION AUTHORITY WITH COPIES OF ALL DISPOSAL CERTIFICATES. THE CERTIFICATION SHALL BE IN SUCH DETAIL THAT TRACE ABILITY IS CONFIRMED. CO-MINGLING OF POLLUTANTS AND HAZARDOUS MATERIALS WITH SUBSTANCES FROM OTHER SOURCES WILL NOT BE PERMITTED.

**ENVIRONMENTAL PROTECTION**

CONTRACTORS AND THEIR SUB-CONTRACTORS ENGAGED IN WORK UNDER ANY CONTRACT AWARDED AS A RESULT OF THIS STANDING OFFER MUST CARRY OUT THE WORK IN COMPLIANCE WITH ALL APPLICABLE MUNICIPAL, PROVINCIAL AND FEDERAL ENVIRONMENTAL PROTECTION LAWS AND REGULATIONS AND THE CANADIAN FISHERIES PROTECTION ACT. EACH CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ITS SUBCONTRACTORS CARRY OUT THE WORK IN THIS MANNER.

**SUB-CONTRACTING**

WILL YOU BE USING SUB-CONTRACTORS IN THE PERFORMANCE OF ANY THE WORK DETAILED HEREIN?

YES \_\_\_\_\_ No \_\_\_\_\_

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

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

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

**16. SAFETY PLAN - CONFINED SPACE ENTRY AND RESCUE**

THE BIDDER MUST SUBMIT A SAFETY PLAN FOR CONFINED SPACE ENTRY AND RESCUE.

THE SAFETY PLAN MUST BE IN ACCORDANCE WITH *CANADIAN LABOUR CODE PART 4 - CONFINED SPACES*. THE DOCUMENTS REFERENCED IN THE SAFETY PLAN MUST BE MADE AVAILABLE WHEN REQUESTED BY PUBLIC WORKS AND GOVERNMENT SERVICES CANADA OR DEPARTMENT OF NATIONAL DEFENCE.

## 17 SACC MANUAL CLAUSES

A0290D 08-05-12	HAZARDOUS WASTE - VESSELS
D3015C 07-11-30	DANGEROUS GOODS/HAZARDOUS PRODUCTS
A9039C 08-05-12	SALVAGE
B1501C 06-06-16	ELECTRICAL EQUIPMENT
A9068C 10-01-11	SITE REGULATIONS
A1009C 08-05-12	WORK SITE ACCESS

## B. RESULTING CONTRACT CLAUSES

THE FOLLOWING CLAUSES AND CONDITIONS APPLY TO AND FORM PART OF ANY CONTRACT RESULTING FROM A CALL-UP AGAINST THE **STANDING OFFER**.

### 1. REQUIREMENT

THE CONTRACTOR MUST PERFORM THE **WORK** DESCRIBED IN THE CALL-UP AGAINST THE **STANDING OFFER**.

### 2. STANDARD CLAUSES AND CONDITIONS

#### 2.1 GENERAL CONDITIONS

2030 (2013-06-27), **GENERAL CONDITIONS - HIGHER COMPLEXITY - GOODS**, APPLY TO AND FORM PART OF THE **CONTRACT**.

SECTION 19 **INTEREST ON OVERDUE ACCOUNTS**, OF **GENERAL CONDITIONS 2030** WILL NOT APPLY TO PAYMENTS MADE BY CREDIT CARDS.

#### 2.2 SUPPLEMENTAL GENERAL CONDITIONS

1029 (2010-08-16) **SHIP REPAIRS**, APPLY TO AND FORM PART OF THE **CONTRACT**.

### 3. TERM OF CONTRACT

#### 3.1 PERIOD OF THE **STANDING OFFER**

THE **WORK** MUST BE COMPLETED IN ACCORDANCE WITH THE CALL-UP AGAINST THE **STANDING OFFER**.

### 4. **PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

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BY PROVIDING INFORMATION ON ITS STATUS, WITH RESPECT TO BEING A FORMER PUBLIC SERVANT IN RECEIPT OF A PUBLIC SERVICE SUPERANNUATION ACT (PSSA) PENSION, THE CONTRACTOR HAS AGREED THAT THIS INFORMATION WILL BE REPORTED ON DEPARTMENTAL WEBSITES AS PART OF THE PUBLISHED PROACTIVE DISCLOSURE REPORTS, IN ACCORDANCE WITH CONTRACTING POLICY NOTICE: 2012-2 OF THE TREASURY BOARD SECRETARIAT OF CANADA.

## 5. PAYMENT

### 5.1 BASIS OF PAYMENT

THE CONTRACTOR WILL BE PAID IN ACCORDANCE WITH PRICING AS SET OUT IN ANNEX B.

### 5.2 LIMITATION OF PRICE

*SACC MANUAL* CLAUSE C6000C (2011-05-16) LIMITATION OF PRICE

### 5.3 SINGLE PAYMENT

*SACC MANUAL* CLAUSE H1000C (2008-05-12) SINGLE PAYMENT

### 5.4 PAYMENT BY CREDIT CARD

THE FOLLOWING CREDIT CARDS ARE ACCEPTED: \_\_\_\_\_ AND \_\_\_\_\_.

## 6. INVOICING INSTRUCTIONS

THE CONTRACTOR MUST SUBMIT INVOICES IN ACCORDANCE WITH THE SECTION ENTITLED "INVOICE SUBMISSION" OF THE GENERAL CONDITIONS. INVOICES CANNOT BE SUBMITTED UNTIL ALL WORK IDENTIFIED IN THE INVOICE IS COMPLETED.

## 7. INSURANCE REQUIREMENTS

THE CONTRACTOR MUST COMPLY WITH THE INSURANCE REQUIREMENTS SPECIFIED IN ANNEX D . THE CONTRACTOR MUST MAINTAIN THE REQUIRED INSURANCE COVERAGE FOR THE DURATION OF THE CONTRACT. COMPLIANCE WITH THE INSURANCE REQUIREMENTS DOES NOT RELEASE THE CONTRACTOR FROM OR REDUCE ITS LIABILITY UNDER THE CONTRACT.

THE CONTRACTOR IS RESPONSIBLE FOR DECIDING IF ADDITIONAL INSURANCE COVERAGE IS NECESSARY TO FULFIL ITS OBLIGATION UNDER THE CONTRACT AND TO ENSURE COMPLIANCE WITH ANY APPLICABLE LAW. ANY ADDITIONAL INSURANCE COVERAGE IS AT THE CONTRACTOR'S EXPENSE, AND FOR ITS OWN BENEFIT AND PROTECTION.

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CCC No./N° CCC - FMS No/ N° VME

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THE CONTRACTOR MUST FORWARD TO THE CONTRACTING AUTHORITY WITHIN TEN (10) DAYS AFTER THE DATE OF AWARD OF THE CONTRACT, A CERTIFICATE OF INSURANCE EVIDENCING THE INSURANCE COVERAGE AND CONFIRMING THAT THE INSURANCE POLICY COMPLYING WITH THE REQUIREMENTS IS IN FORCE. COVERAGE MUST BE PLACED WITH AN INSURER LICENSED TO CARRY OUT BUSINESS IN CANADA. THE CONTRACTOR MUST, IF REQUESTED BY THE CONTRACTING AUTHORITY, FORWARD TO CANADA A CERTIFIED TRUE COPY OF ALL APPLICABLE INSURANCE POLICIES.

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### **Annex "A" REQUIREMENT**

To provide services of labour, parts, material and equipment required to provide hauling out of the water (via slipway) up to 60 foot fiberglass boats for the purpose of repair as necessary along with other miscellaneous fiberglass repairs to various government vessels in the province of Nova Scotia on an "urgent" and "as and when requested" basis during the period of 01 January 2014 up to and including 31 December 2015.

URGENT: one (1) hour from receipt of call-up document.

ROUTINE: Three (3) hours from receipt of call-up document.

### Annex "B" Basis of Payment

All prices are to be quoted FOB Destination, including all delivery and shipping charges to the destination specified on the call-up document. Chargeable hours towards a call-up commence upon arrival at clients site by Contractor's personnel. Pricing shall also including delivery or any rental equipment to the specified site and removal upon completion of the call-up period.

#### Year 1 - 01 January 2014 to December 31, 2014 Year 2 - 01 January 2015 to December 31, 2015

ITEM	DESCRIPTION	EST QTY	UOI	UNIT PRICE YEAR 1	UNIT PRICE YEAR 2	EST TOTAL
1	Direct Labour, including overhead and profit used exclusively in the work shall be charged at the Fixed Hourly Rate of:					
		1,000	hrs			
	On Site	500	hrs			
2	Overtime, labour, if necessary, and where authorized by the Inspection Authority at the Fixed Hourly Rate of:					
	Time and One Half	100	hrs			
	Double time	100	hr			
3	Material (except free issue) will be charged at cost including mark-up of 10%.					
4	Subcontracts, where authorized, will be charged at cost with no mark-up					
5	Replacement parts (except free issue) will be charged at list price less discount	5,000	%			
6	<p><b>TRAVEL AND LIVING EXPENSES</b></p> <p>Travel and living, (including bridge tokens) will only be compensated if the contractor's personnel are required to travel outside the HRM area to perform a tasking. The contractor will be paid for travel and living expenses, incurred by his personnel when away from the client's facilities in proper performance of work at cost without any allowance thereon for overhead or profit as certified by Inspection Authority. Receipts may not be required at the discretion of the authorizing officer in accordance with Travel and Living Guidelines..</p>					



## ANNEX "D"

### INSURANCE REQUIREMENTS

#### C1 SHIP REPAIRERS' LIABILITY INSURANCE

THE CONTRACTOR MUST OBTAIN SHIP REPAIRER'S LIABILITY INSURANCE AND MAINTAIN IT IN FORCE THROUGHOUT THE DURATION OF THE CONTRACT, IN AN AMOUNT USUAL FOR A CONTRACT OF THIS NATURE, BUT FOR NOT LESS THAN \$10,000,000 PER ACCIDENT OR OCCURRENCE AND IN THE ANNUAL AGGREGATE.

THE SHIP REPAIRER'S LIABILITY INSURANCE MUST INCLUDE THE FOLLOWING:

ADDITIONAL INSURED: CANADA IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S PERFORMANCE OF THE CONTRACT. THE INTEREST OF CANADA AS ADDITIONAL INSURED SHOULD READ AS FOLLOWS: CANADA, REPRESENTED BY PUBLIC WORKS AND GOVERNMENT SERVICES CANADA.

WAIVER OF SUBROGATION RIGHTS: CONTRACTOR'S INSURER TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CANADA AS REPRESENTED BY FISHERIES AND OCEANS CANADA AND PUBLIC WORKS AND GOVERNMENT SERVICES CANADA FOR ANY AND ALL LOSS OF OR DAMAGE TO THE VESSEL, HOWEVER CAUSED.

NOTICE OF CANCELLATION: THE INSURER WILL ENDEAVOR TO PROVIDE THE CONTRACTING AUTHORITY THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION.

CONTRACTUAL LIABILITY: THE POLICY MUST, ON A BLANKET BASIS OR BY SPECIFIC REFERENCE TO THE CONTRACT, EXTEND TO ASSUMED LIABILITIES WITH RESPECT TO CONTRACTUAL PROVISIONS.

CROSS LIABILITY/SEPARATION OF INSURED: WITHOUT INCREASING THE LIMIT OF LIABILITY, THE POLICY MUST PROTECT ALL INSURED PARTIES TO THE FULL EXTENT OF COVERAGE PROVIDED. FURTHER, THE POLICY MUST APPLY TO EACH INSURED IN THE SAME MANNER AND TO THE SAME EXTENT AS IF A SEPARATE POLICY HAD BEEN ISSUED TO EACH.

G5001C (2008-05-12)

#### C2 COMMERCIAL GENERAL LIABILITY INSURANCE

THE CONTRACTOR MUST OBTAIN COMMERCIAL GENERAL LIABILITY INSURANCE, AND MAINTAIN IT IN FORCE THROUGHOUT THE DURATION OF THE CONTRACT, IN AN AMOUNT USUAL FOR A CONTRACT OF THIS NATURE, BUT FOR NOT LESS THAN \$2,000,000 PER ACCIDENT OR OCCURRENCE AND IN THE ANNUAL AGGREGATE.

THE COMMERCIAL GENERAL LIABILITY POLICY MUST INCLUDE THE FOLLOWING:

ADDITIONAL INSURED: CANADA IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S PERFORMANCE OF THE CONTRACT. THE INTEREST OF

CANADA SHOULD READ AS FOLLOWS: CANADA, AS REPRESENTED BY PUBLIC WORKS AND GOVERNMENT SERVICES CANADA.

BODILY INJURY AND PROPERTY DAMAGE TO THIRD PARTIES ARISING OUT OF THE OPERATIONS OF THE CONTRACTOR.

PRODUCTS AND COMPLETED OPERATIONS: COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLED, OR DISTRIBUTED BY THE CONTRACTOR AND/OR ARISING OUT OF OPERATIONS THAT HAVE BEEN COMPLETED BY THE CONTRACTOR.

PERSONAL INJURY: WHILE NOT LIMITED TO, THE COVERAGE MUST INCLUDE VIOLATION OF PRIVACY, LIBEL AND SLANDER, FALSE ARREST, DETENTION OR IMPRISONMENT AND DEFAMATION OF CHARACTER.

CROSS LIABILITY/SEPARATION OF INSURED: WITHOUT INCREASING THE LIMIT OF LIABILITY, THE POLICY MUST PROTECT ALL INSURED PARTIES TO THE FULL EXTENT OF COVERAGE PROVIDED. FURTHER, THE POLICY MUST APPLY TO EACH INSURED IN THE SAME MANNER AND TO THE SAME EXTENT AS IF A SEPARATE POLICY HAD BEEN ISSUED TO EACH.

BLANKET CONTRACTUAL LIABILITY: THE POLICY MUST, ON A BLANKET BASIS OR BY SPECIFIC REFERENCE TO THE CONTRACT, EXTEND TO ASSUMED LIABILITIES WITH RESPECT TO CONTRACTUAL PROVISIONS.

EMPLOYEES AND, IF APPLICABLE, VOLUNTEERS MUST BE INCLUDED AS ADDITIONAL INSURED.

EMPLOYERS' LIABILITY (OR CONFIRMATION THAT ALL EMPLOYEES ARE COVERED BY WORKER'S COMPENSATION (WSIB) OR SIMILAR PROGRAM)

BROAD FORM PROPERTY DAMAGE INCLUDING COMPLETED OPERATIONS: EXPANDS THE PROPERTY DAMAGE COVERAGE TO INCLUDE CERTAIN LOSSES THAT WOULD OTHERWISE BE EXCLUDED BY THE STANDARD CARE, CUSTODY OR CONTROL EXCLUSION FOUND IN A STANDARD POLICY.

NOTICE OF CANCELLATION: THE INSURER WILL ENDEAVOR TO PROVIDE THE CONTRACTING AUTHORITY THIRTY (30) DAYS WRITTEN NOTICE OF POLICY CANCELLATION.

IF THE POLICY IS WRITTEN ON A CLAIMS-MADE BASIS, COVERAGE MUST BE IN PLACE FOR A PERIOD OF AT LEAST 12 MONTHS AFTER THE COMPLETION OR TERMINATION OF THE CONTRACT  
G2001C (2008-05-12)

### **C3 LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA**

THIS SECTION APPLIES DESPITE ANY OTHER PROVISION OF THE CONTRACT AND REPLACES THE SECTION OF THE GENERAL CONDITIONS ENTITLED "LIABILITY". ANY REFERENCE IN THIS SECTION TO DAMAGES CAUSED BY THE CONTRACTOR ALSO INCLUDES DAMAGES CAUSED BY ITS EMPLOYEES, AS WELL AS ITS SUBCONTRACTORS, AGENTS, AND REPRESENTATIVES, AND ANY OF THEIR EMPLOYEES.

WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR ANOTHER CAUSE OF ACTION, THE CONTRACTOR'S LIABILITY FOR ALL DAMAGES SUFFERED BY CANADA CAUSED BY THE CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM THE CONTRACT IS LIMITED TO \$10,000,000.00 . THIS LIMITATION OF THE CONTRACTOR'S LIABILITY DOES NOT APPLY TO:

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ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; OR  
ANY BREACH OF WARRANTY OBLIGATIONS.

EACH PARTY AGREES THAT IT IS FULLY LIABLE FOR ANY DAMAGES THAT IT CAUSES TO ANY THIRD PARTY IN CONNECTION WITH THE CONTRACT, REGARDLESS OF WHETHER THE THIRD PARTY MAKES ITS CLAIM AGAINST CANADA OR THE CONTRACTOR. IF CANADA IS REQUIRED, AS A RESULT OF JOINT AND SEVERAL LIABILITY, TO PAY A THIRD PARTY IN RESPECT OF DAMAGES CAUSED BY THE CONTRACTOR, THE CONTRACTOR MUST REIMBURSE CANADA FOR THAT AMOUNT.

N0001C (2008-05-12)

## **ANNEX E**

### **STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR)**

#### **1. MANAGEMENT SYSTEM OVERVIEW**

1.1 FLEET MAINTENANCE FACILITY CAPE SCOTT IS DEDICATED TO PROVIDING HIGH QUALITY ENGINEERING AND MAINTENANCE SERVICES TO OUR CUSTOMERS. OUR HIGHLY TRAINED, SKILLED AND MOBILE WORKFORCE WILL ACHIEVE THIS THROUGH CONTINUOUS IMPROVEMENT OF ALL OUR PROCESSES. WE HAVE THE ABILITY TO ADAPT TO THE CUSTOMERS NEEDS TO ENSURE FLEET READINESS IN ANY SITUATION. WE ARE COMMITTED TO MEETING ALL RELEVANT REGULATIONS AND LEGISLATION AND PREVENTING POLLUTION.

1.2 THE OBJECTIVES OF THE FLEET MAINTENANCE FACILITY CAPE SCOTT MANAGEMENT SYSTEM ARE:

- CUSTOMER SATISFACTION;
- PROVIDING A SAFE WORKPLACE; AND
- PROTECTING THE ENVIRONMENT.

1.3 THE FLEET MAINTENANCE FACILITY CAPE SCOTT MANAGEMENT SYSTEM IS BASED UPON THE FOLLOWING STANDARDS:

- QUALITY MANAGEMENT SYSTEM - ISO 9001: 2008
- ENVIRONMENTAL MANAGEMENT SYSTEM - ISO 14001: 2004
- DND GENERAL SAFETY PROGRAM
- C-23-VIC-000/AM-001, QA FOR SAFETY IN SUBS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING A QUALITY SYSTEM APPROPRIATE TO THE SCOPE OF THE WORK TO BE PERFORMED. IT IS RECOMMENDED THAT THE QUALITY SYSTEM BE BASED ON ISO 9001:2008 - QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS. IT IS NOT THE INTENT TO REQUIRE THAT THE CONTRACTOR BE REGISTERED TO THE APPLICABLE STANDARD, HOWEVER, THE CONTRACTOR'S QUALITY MANAGEMENT SYSTEM MUST ADDRESS EACH REQUIREMENT CONTAINED IN THE STANDARD.

1.5 THE CONTRACTOR'S QUALITY MANAGEMENT SYSTEM SHOULD INCLUDE, AT A MINIMUM, PROCESSES TO:

- IDENTIFY WHEN WORK THEY PERFORM OR MATERIAL THEY PRODUCE DOES NOT CONFORM TO THEIR/OUR STANDARDS;
- ENSURE THAT ANY NONCONFORMANCE IS RECORDED AND IS CORRECTED;
- MAINTAIN A METHOD FOR ANALYZING NONCONFORMANCE DATA AND INITIATING CORRECTIVE AND PREVENTIVE ACTION;
- ENSURE ALL CORRECTIVE ACTION IS RECORDED AND EFFECTIVELY IMPLEMENTED TO IMPROVE THEIR PRACTICES;
- CONTROL ALL DOCUMENTATION RELATED TO THEIR PRACTICES;
- CONTINUALLY REVIEW AND AUDIT THEIR PRACTICES TO ENSURE THEY ADHERE WITH ACCEPTED STANDARDS;
- MANAGE AND MONITOR THE PERFORMANCE OF THEIR SUB-CONTRACTORS;
- ENSURE THEIR MANAGEMENT REVIEWS THE FINDINGS OF ANY EVALUATION OR AUDIT TO ASSIST WITH CONTINUOUS IMPROVEMENT, INCLUDING THE FINDINGS OF ANY EVALUATION CONDUCTED BY FMF CAPE SCOTT;
- MANAGE EMPLOYEE AWARENESS AND COMPETENCE THROUGH CERTIFICATION AND TRAINING AS PART OF PROCESS MANAGEMENT.

- 1.6 FLEET MAINTENANCE FACILITY CAPE SCOTT RESERVES THE RIGHT TO VERIFY CONFORMANCE AND COMPLIANCE WITH THIS REQUIREMENT. THIS VERIFICATION MAY BE ACCOMPLISHED BY MONITORING THE PROVISION OF SERVICES OR BY HAVING FLEET MAINTENANCE FACILITY CAPE SCOTT AUDIT THE CONTRACTOR'S PROCESSES OR SYSTEMS.

**2. CONTRACTOR REQUIREMENTS - GENERAL**

- 2.1 THE CONTRACTOR'S PERSONNEL, EMPLOYED IN THE PROVISION OF CONTRACTED SERVICES, SHALL BE REQUIRED TO ATTEND WORKSITE ORIENTATION MEETINGS FOR THE PURPOSE OF INFORMING THEIR PERSONNEL OF HEALTH, SAFETY AND/OR ENVIRONMENTAL HAZARDS AT THE WORK SITE PRIOR TO THE COMMENCEMENT OF ANY CONTRACTED WORK, AS REQUESTED BY FLEET MAINTENANCE FACILITY CAPE SCOTT.

- 2.2 FLEET MAINTENANCE FACILITY CAPE SCOTT RETAINS THE RIGHT TO STOP WORK TEMPORARILY IF, IN THE OPINION OF FLEET MAINTENANCE FACILITY CAPE SCOTT, THE WORK IS NOT BEING PERFORMED IN ACCORDANCE WITH ALL APPLICABLE SAFETY AND ENVIRONMENTAL REGULATIONS AND LEGISLATION OR IS BEING PERFORMED IN A MANNER THAT IS CONTRARY TO THE SPECIFIED REQUIREMENTS. THE PURPOSE OF THE STOP WORK WILL BE RESOLVE ANY PROBLEMS IDENTIFIED SO TO ENABLE WORK TO PROGRESS PROPERLY.

**3. CONTRACTOR REQUIREMENTS - QUALITY**

- 3.1 CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING OR HAVING PERFORMED ALL INSPECTIONS AND TESTS NECESSARY TO SUBSTANTIATE THAT THE MATERIEL OR SERVICES PROVIDED CONFORM TO THE DRAWINGS, SPECIFICATIONS AND CONTRACT REQUIREMENTS. THE CONTRACTOR SHALL KEEP ACCURATE AND COMPLETE INSPECTION RECORDS WHICH SHALL, UPON REQUEST, BE MADE AVAILABLE TO THE AUTHORIZED DEPARTMENT OF NATIONAL DEFENCE (DND) REPRESENTATIVE, WHO MAY MAKE COPIES THEREOF AND TAKE EXTRACTS THERE FROM DURING THE PERFORMANCE OF THE CONTRACT AND FOR A PERIOD OF THREE (3) YEARS THEREAFTER.

- 3.2 THE CONTRACTING AUTHORITY AND DND SHALL HAVE ACCESS TO THE WORK AT ANY TIME DURING WORKING HOURS WHERE ANY PART OF THE WORK IS BEING CARRIED OUT AND MAY MAKE EXAMINATIONS AND SUCH TESTS OF THE WORK AS THEY MAY THINK FIT UNDER THE CIRCUMSTANCES. SHOULD THE WORK OR ANY PART THEREOF NOT BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT, THE AUTHORIZED DND REPRESENTATIVE SHALL HAVE THE RIGHT TO REJECT THE WORK AND REQUIRE ITS CORRECTION OR REPLACEMENT AT THE CONTRACTOR'S EXPENSE. DND SHALL INFORM THE CONTRACTOR OF THE MOTIVES FOR ANY SUCH REJECTION FOR NON-CONFORMANCE.

- 3.3 WITHSTANDING THE FOREGOING, ALL MATERIEL IS SUBJECT TO VERIFICATION AND ACCEPTANCE BY DND AT DESTINATION. THE AUTHORIZED DND REPRESENTATIVE AT DESTINATION MAY EITHER BE THE CONSIGNEE(S), THE TECHNICAL AUTHORITY, OR A QUALITY MANAGEMENT REPRESENTATIVE.

- 3.4 THE CONTRACTOR SHALL NOT ENTER INTO SUB-CONTRACTS WITHOUT PRIOR PERMISSION OF THE FLEET MAINTENANCE FACILITY CAPE SCOTT, CONTRACTS OFFICE. IN ALL CASES, WHERE SUB-CONTRACTING IS APPROVED, THE CONTRACTOR IS RESPONSIBLE TO VERIFY THAT THE SUB-CONTRACTOR'S QUALITY SYSTEM MEETS THE REQUIREMENTS AS ESTABLISHED HEREIN.

**4. CONTRACTOR REQUIREMENTS - ENVIRONMENT**

- 4.1 THE CONTRACTOR SHALL NOTIFY THE FLEET MAINTENANCE FACILITY CAPE SCOTT CONTRACTS OFFICE OF ALL SIGNIFICANT ENVIRONMENTAL ASPECTS ASSOCIATED WITH CONTRACTED WORK THAT WILL BE PERFORMED WITHIN CFB HALIFAX, PRIOR TO COMMENCING WORK. THE CONTRACTOR MUST SPECIFY HOW THEY INTEND TO CONTROL ACTIVITIES, INCLUDING THE USE OF PRODUCTS AND/OR MATERIALS THAT COULD POTENTIALLY SPILL, CAUSE CONTAMINATION, OR OTHERWISE HAVE AN ADVERSE IMPACT UPON THE ENVIRONMENT.

- 4.2 THE CONTRACTOR SHALL ENSURE THAT ANY HAZARDOUS MATERIALS OR PRODUCTS USED IN THE PERFORMANCE OF THE WORK ARE SUPPORTED AT ALL TIMES WITH MATERIAL SAFETY DATA SHEETS AT THE WORKSITE. THE CONTRACTOR'S STAFF SHALL BE TRAINED IN THE WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS).
- 4.3 THE CONTRACTOR SHALL ENSURE THAT ANY HAZARDOUS MATERIALS, PRODUCTS OR WASTES ARE NOT LEFT UNATTENDED ON WORKSITES, JETTIES, LAYDOWN AREAS, SYNCHROLIFT OR OTHER AREAS WITHIN CFB HALIFAX. ANY CONTRACTOR WHO REQUIRES AN EXEMPTION TO THIS REQUIREMENT SHALL SUBMIT REQUESTS TO THE FLEET MAINTENANCE FACILITY CAPE SCOTT CONTRACTS OFFICE IN ADVANCE. SUCH REQUESTS MUST CLEARLY IDENTIFY THE PROPOSED CONTAINMENT USED TO CONTAIN THE HAZARDS, ANY EMERGENCY RESPONSE PLANS IN THE EVENT OF A SPILL OR DAMAGE TO THE CONTAINMENT SYSTEM. CONTAINMENT SYSTEMS MUST CLEARLY IDENTIFY ALL HAZARDOUS MATERIALS, PRODUCTS OR WASTES TO BE HELD THROUGH THE USE OF APPROPRIATE PLACARDING. NO REQUESTS FOR EXEMPTION WILL BE APPROVED UNLESS ALL CONDITIONS ABOVE ARE MET. IN ADDITION, CONTRACTORS MUST ENSURE THAT CONTAINERS OF PAINTS, SOLVENTS OR OTHER HAZARDS ARE PROPERLY SECURED WHEN THE PRODUCT IS NOT IN USE.
- 4.4 THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL SUCH HAZARDOUS PRODUCTS AND/OR MATERIALS FROM THE WORKSITE AND CFB HALIFAX UPON COMPLETION OF THE WORK.
- 4.5 THE CONTRACTOR SHALL PROVIDE COPIES OF ANY APPLICABLE LICENSES OF DISPOSAL OR CERTIFICATES OF DESTRUCTION FOR ANY HAZARDOUS MATERIALS AND/OR SUBSTANCES GENERATED AS A RESULT OF THE WORK, UPON COMPLETION OF THE WORK AND SUBSEQUENT DISPOSAL.
- 5. CONTRACTOR REQUIREMENTS - SAFETY**
- 5.1 THE CONTRACTOR, AND ANY APPROVED SUB-CONTRACTORS, SHALL COMPLY WITH ANY LEGISLATIVE REQUIREMENTS AND INDUSTRY STANDARDS WITHIN THE APPROPRIATE HEALTH AND SAFETY JURISDICTION AND COMPLY WITH THE SPECIFIED PROVINCIAL AND FEDERAL REGULATORY INSTRUMENTS, AS APPROPRIATE.
- 5.2 THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE WORKERS' COMPENSATION LEGISLATION AND COVERAGE FOR ALL PERSONNEL EMPLOYED IN THE PROVISION OF CONTRACTED SERVICES AND ANY APPROVED SUB-CONTRACTED SERVICES.
- 5.3 THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL APPROPRIATE EQUIPMENT, DEVICES, TOOLS AND MACHINERY, INCLUDING PROPER PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR THEIR PERSONNEL EMPLOYED IN THE PROVISION OF CONTRACTED SERVICES, AND WILL ENSURE THAT ALL PROVIDED IS MAINTAINED IN PROPER WORKING CONDITION; AND, IS USED IN THE PRESCRIBED MANNER (CANADA LABOUR CODE, PART II, PARA 125(W) REFERS) AS AND WHEN REQUIRED.
- 5.4 THE CONTRACTOR SHALL ENSURE ALL PERSONNEL ENGAGED IN THE PROVISION OF SERVICES ARE PROPERLY TRAINED IN CONFINED SPACE ENTRY AND MAN-A-LOFT PROCEDURES PRIOR TO THE COMMENCEMENT OF ANY WORK.
- 5.5 THE CONTRACTOR IS REQUIRED TO DEVELOP EMERGENCY RESPONSE INSTRUCTIONS FOR ANY CONTRACTED WORK THAT INCLUDES HIGH-RISK WORK THEY WILL BE REQUIRED TO PERFORM ON-SITE. THESE INSTRUCTIONS SHALL BE PROVIDED TO FLEET MAINTENANCE FACILITY CAPE SCOTT.
- 5.6 **PRIOR TO REMOVAL OF ANY SUBSTANCE OR MATERIAL (SUCH AS DECK COATINGS, HULL FINISHES, ETC.) THE CONTRACTOR SHALL DETERMINE WHAT HAZARDS TO HEALTH AND/OR ENVIRONMENT MIGHT BE INVOLVED. PRIOR TO**

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**WORK COMMENCEMENT, THE COSTS ASSOCIATED WITH PROTECTING THE ENVIRONMENT AND PERSONNEL FROM EXPOSURE TO THE HAZARDS MUST BE IDENTIFIED AND APPROVED. FLEET MAINTENANCE FACILITY CAPE SCOTT, CONTRACTS OFFICE, RETAINS THE RIGHT TO TERMINATE AND/OR RE-SCHEDULE WORK DEPENDANT ON THE SCOPE OF HAZARD PROTECTION REQUIRED.**



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CCC No./N° CCC - FMS No/ N° VME

## ANNEX G

### SECURITY REQUIREMENTS CHECKLIST

Attached as a separate document.