

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656**

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 Supply
and Services Operation
Petawawa Procurement
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Repair Overhead and Hangar Doors	
Solicitation No. - N° de l'invitation W0107-13C433/A	Date 2013-11-18
Client Reference No. - N° de référence du client W0107-13CB433	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-903-1242
File No. - N° de dossier PET-3-39013 (903)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Harrington, Mary-Lou	Buyer Id - Id de l'acheteur pet903
Telephone No. - N° de téléphone (613)687-0789 ()	FAX No. - N° de FAX (613)687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence Engineering Service Squadron 2 ASG Garrison Petawawa, Bldg S-111 Petawawa, Ontario K8H 2X3	
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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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 | 6A, Standing Offer, and 7B, Resulting Contract Clauses:

6B, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, 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 and any other annexes.

2. Summary

To establish a Regional Individual Standing Offer (RISO) for the provision of all labour, materials, tools, transportation, equipment and supervision required to inspect, replace, install and repair electrical and manual overhead doors and hanger doors on an "as and when requested" basis at Canadian Forces Base Petawawa.

The period for placing call-ups against the Standing Offer shall be for three (3) years from date of issue.

The requirement is subject to a preference for Canadian goods and/or services.

3. Debriefings

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://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 (2013-06-01) 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.

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. 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.

5. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **TUESDAY, JANUARY 7, 2014 at 10:00 a.m. at Bldg. S-111, C-114**. Bidders must communicate with the Contracting Authority no later than three day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 (this RFSO document) (one hard copies)

Section II: Financial Offer (one hard copies)

Section III: Certifications (one 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-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 the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.1.1 Mandatory Evaluation Requirements:

Should any of the Mandatory Requirements not be met, the offer will be rejected as non-compliant and shall not be given any further consideration.

- Bidders must provide prices for all items listed in Annex B
- Bidders must attend the mandatory site visit
- Bidders must provide Certification Required with Offer (Part 5, Certifications, 2.3 Certifications required with the Offer, below).

1.2 Financial Evaluation

1.2.1 Bids meeting the Mandatory Requirements will be assessed to arrive at an aggregate total based on the estimated usage provided in Annex B.

1.2.2 The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all extended prices.

2. Basis of Selection

2.1 It is the intention of Canada to issue a single Standing Offer to the offeror whose proposal meets the Mandatory Requirements, offers the lowest aggregate total and meets all the Conditions Precedent to Issue a Standing Offer as detailed in Part 5.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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 that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

2.1 Additional Certifications Precedent to Issuance of Standing Offer

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

2.1.1 Documents Required:

2.1.1.2 Proof of insurance coverage which meets or exceeds the coverage stipulated.

2.1.1.3 Copy of your company's most recent, signed Health and Safety Plan as it relates to this work.

2.1.1.4 A copy of WSIB Clearance Certificate

2.1.1.5 A copy of all trades certificates as detailed in the specification (eg. Welding, electrician, Fall arrest)

2.1.1.6 Documented minimum two (2) years experience for all door technicians, showing experience in the repair of industrial, commercial, residential and institution overhead doors as well as aircraft hangar doors.

2.2 Additional Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

2.2.1 Canadian Content:

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

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

1.2.2 SACC Clauses

A3050T Canadian Content Definition 2010-01-11

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<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 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2014 to January 31, 2017.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mary Lou Harrington
 Title: Supply Specialists
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: Bldg. S-111, Garrison Petawawa

Telephone: 613-687-0789
 Facsimile: 613-687-6656
 E-mail address: marylou.harrington@pwgsc.gc.ca.

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority (PWGSC will fill out at time of award)

The Project Authority for the Standing Offer is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

(Fill in or delete, as applicable).

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: Engineering Service Squadron, 2 ASG Garrison Petawawa, Ontario.

8. Call-up Procedures

Call-ups will be issued direct to the Standing Offer holder in accordance with Annex A&B.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

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 general conditions 2010C - Services (2013-06-27) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. 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.

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 _____. *(Insert the name of the province or territory as specified by the offeror in its offer, if applicable).*

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2.2 SACC Manual Clauses

A9062C Canadian Forces Site Regulations (2011-05-16)

3. Term of Contract

3.1 Period of the Contract

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

4. 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.

5. Payment

5.1 Basis of Payment

1. The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, if applicable.

5.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

5.3 Payment by Credit Card

Credit cards are not accepted.

OR

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions - 2010C, General Conditions, Services.

6.1 Invoicing Instructions

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) DND's purchase order number and the Standing Offer number;
- d) description of the services.

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within 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.

7.2 Insurance Requirements

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 Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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 endeavour 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.

Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "A"

STATEMENT OF WORK

Specifications for Inspection and Repair of Electrical / Manual Overhead Doors throughout 2 ASG Garrison Petawawa Areas

.

- 1) Identification
 - a) The requirement is to supply all labor, materials supervision, transportation and equipment required to Inspect, Replace, Install and Repair Electrical / Manual Overhead Doors and Hanger Doors as and when requested basis throughout 2 ASG Garrison Petawawa.
- 2) Standards
 - a) The Contractor must perform all work to the standards listed below.
 - b) All work must meet or exceed the manufactures standards,
 - c) Canadian Standards Association (CSA)
 - i) C22.2 No 247 Operators and Systems of Doors, Gates.
 - ii) Z 460 Control of Hazardous Energy- Lockout and Other Methods
 - d) Canadian Electrical Code. (CEC)
 - e) National Fire Code. (NFC)
 - f) National Building Code. (NBC)
 - g) Ontario Occupation Health and Safety Act. (OHSA)
 - h) All personnel employed on this requirement must posses a valid Fall Arrest Certificate
 - i) Overhead door technicians must have a minimum of two (2) years documented experience in repairing industrial, commercial, residential and institutional overhead doors and aircraft hangar doors.
 - j) Any welding done performed by contractor personal shall be certified by the Canadian Welding Bureau to the requirements of CSA W47.1, Certification of Companies for Fusion Welding of Steel Structures. Only properly certified welders will be accepted on this requirement.
 - k) Any tradesperson performing electrical work shall be in possession of a valid Province of Ontario license.
- 3) Foreseeable Safety Hazards.
 - a) Ontario Occupational Health and Safety Act R.S.O. 1990 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. 1990.

b) Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act.

i) The means small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement;

ii) Canada will identify the common medium to high risk tasks. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service provider's review and subsequent safety plan must be communicated to Canada and their employees should not be relegated to a simple "one size fits all format. Each situation must be tailored specifically in writing to the project at hand.

iii) Canada will require task specific safety plans with proof of attendance of all the service providers employees, sub contracted employees and if required Canada's effected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement / task.

c) Canada's due diligence will be exercised by the Project Authority by verifying that the service provider:

i) has an established and current safety program in force for all employees under contract for this requirement;

ii) has complied with all applicable WSIB legislation;

iii) has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;

iv) Is providing their own supervision for safety aspects of the project.

v) Is performing the work in a safe manor using the correct protective equipment.

d) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.

i) The Project Authority will identify the hazard to the service provider's responsible person, who is identified in their safety plan.

ii) If the unsafe work practice continues the Project Authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices.

iii) Canada may require that the service provider replace their personnel if those personnel are repeatedly performing unsafe work.

e) Common Medium to High Risk Hazards

i) This is not an all inclusive list but are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:

(1) Exposure to unexploded ordinance (UXO). When work on this requirement is on a military establishment there is a UXO risk. 2 ASG Garrison Petawawa has known UXO risks. 2 ASG Garrison Petawawa has a written procedure for access to known areas with UXO hazards. Even in areas that do not require special UXO training, service providers must ensure they inform staff that if for any reason they see what may be a UXO, they must not investigate closer, leave the area and inform the appropriate authorities.

(2) Excavation -Extreme care and planning for all excavations (manual and machine) before commencing.

(3) Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution. Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

(4) Working at heights - Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).

(5) Working in confined space - Canada has many different types of confined spaces. Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. Service providers must comply with Canada's confined space access policy including entry permit process.

(6) Hot work - Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.

(7) Working with chemicals- Many projects require the use of chemicals to complete them. Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will service provider's chemicals be disposed of in any location or system on Canada's property.

(8) Traffic control - In many facilities, Canada maintains its own road system and emergency services responders. Under no circumstances shall the service provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses. In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with service provider's employees.

(9) Exposure to pressure vessels - many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants. The service provider must ensure that a qualified person is in attendance at all times when installing or maintaining pressure vessels. Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels

(10) Requirement to lock out potential energy sources - Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources.

(11) Other - at the time of work, if there is other, and there are many known hazards, the Technical Authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

4) Technical Requirements

a) Administration

i) A company representative must complete the fire safety Construction/Demolition Sites Annex A and return it to the Approving Authority.

ii) Provide a site specific Health and Safety Plan for overhead door and hangar door being maintained at 2 ASG Garrison Petawawa. The plan will include a detailed lockout procedure and a detailed fall protection procedure/plan. All trades must be considered such as welding and arc-flash protection during welding operations.

iii) Materials and parts used shall be those specified by the manufacturer of the equipment. Use of generic parts must be pre-approved by the Technical Authority.

iv) Doors will only be replaced when pre-approved by the Technical Authority and to the manufacture's approved standards. All door and installation products will be new.

v) If in an emergency, the contractor does installs parts other than those specified. He shall replace them with specified parts before claiming payment, but no claim for other than specified parts shall be made.

vi) The Contractor will maintain a capability of communicating utilizing a cell phone, with the Technical Authority, at all times while on site at 2 ASG Garrison Petawawa.

vii) The Contractor will provide service during regular working hours (0730 - 1600 hours) when requested by the Technical Authority. The response time must be within (24) twenty-four Hours unless other wise specified.

viii) Emergency Response time will be (4) four hours.

ix) Request for services outside of regular working hours will be considered emergency work.

x) After regular working hours the Contractor is to report to the Base Fire Hall Bldg S-105 on entry and departure from 2 ASG Garrison Petawawa.

xi) If repairs other than those requested are required, the contractor shall notify the technical authority giving full details of the additional scope of work and obtain approval from the technical authority prior to carrying out the additional work.

xii) The Contractor will be advised of the personnel authorized to request services. Services undertaken at the request of unauthorized person(s) shall be done at the Contractors risk with regard to payment.

xiii) Any backlog will be actioned with as little time delay as possible, with no service charge resulting. For common stocked parts hinges, rollers, cable and drums delays will not exceed 48hrs. For uncommon parts and components, delays should not exceed one week.

xiv) If during the inspection the Contractor identifies an issue on any of the equipment requiring disassembly or is not easily viewed due to overhead location or otherwise, the Contractor shall immediately contact the Technical Authority to visit the site, to identify and view the problem.

b) Work included

i) Types of overhead doors found on base:

- (1) Wood sectional
- (2) Insulated steel
- (3) Rolling steel;
- (4) Multiplex;
- (5) Manual operated;
- (6) Electric operated;
- (7) Low headroom;
- (8) High lift;
- (9) Vertical lift.
- ii) The Contractor is responsible for trouble shooting electrical problems from the point of the line connection to the "Operator", on Electrically Operated Doors.
- iii) Servicing work shall include lubricating, adjusting, aligning and calibrating. Repair work will be in accordance with manufacturers instructions and specifications and shall include replacement of sectional doors on an "as and when (with prior approval) basis. All door panel replacement will be primed and painted with two (2) coats of oil based exterior paint matching the existing colour (s).
- iv) The Contractor shall clean and tidy up work site daily. All empty containers, discarded materials and the like shall be removed from the site at the completion of each day's work. This debris shall not be placed in the occupant's garbage cans located inside or out, but will be disposed off the Garrison by the Contractor. On completion of the job, the site shall be left clean and tidy to the complete satisfaction of the Technical Authority.
- c) Estimating
 - i) All price estimates for pre-priced jobs and invoices for non-prepriced jobs must demonstrate individually priced labour hours by type and rate along with individually itemized and priced material lists. No bulk estimates of labour, material or labour and materials is authorized except for an invoice for a call up with a previously approved itemized estimate with no changes to it. This includes estimating and invoicing of amendments too. All claims for partial payment must be accompanied with the itemized breakdown of approved estimate with what is completed and what is not plus an additional 10% holdback.
- d) Equipment
 - i) The contractor is responsible to provide all materials and equipment necessary to complete work on this requirement to meet the Ontario Occupational Health and Safety Act. This includes but is not limited to personal protective equipment, ladders, scaffolds, lifting devices, portable man lifts, welding and brazing, hand and power tools. The contractor is expected to provide an all-inclusive service. At no times will the contractor use DND equipment.
- e) Preventive Maintenance Check
 - i) Inspect and test the complete Door System including operator on a as and when requested basis by utilizing:
 - (1) Reversal Test, ensuring it is working.
 - (2) Force Setting Test, ensuring it is working.

- (3) Test additional safety devices like Photo eye systems, ensuring they are working.
- (4) Test both electrical and mechanical Interlock features and locking systems, ensuring they are working.
- (5) Test limit switches, ensuring they are working.
- (6) Test anti drop devices, ensuring it is working.
- (7) Test manual operations, ensuring it is working.
- (8) Provide Complete Lubrication to all parts as required.
- (9) Ensure Door is balanced.
- (10) Ensure Door alignment is true.
- (11) Visual Inspect
 - (a) Springs, torsion springs (adjust and balance) ensuring serviceability.
 - (b) Ensure spring anchor plates are secure.
 - (c) Brackets/hinges ensuring serviceability.
 - (d) Rollers/bearings ensuring serviceability.
 - (e) Pulleys ensuring serviceability.
 - (f) Cables ensuring serviceability.
 - (g) Drums ensuring serviceability.
 - (h) Belts ensuring serviceability.
 - (i) Chains, chain hoist ensuring serviceability.
 - (j) Sprockets ensuring serviceability.
 - (k) Shafts ensuring serviceability.
 - (l) Brakes ensuring serviceability.
 - (m) Brake assembly ensuring serviceability.
 - (n) Clutches ensuring serviceability.
 - (o) Clutch assembly ensuring serviceability.
 - (p) Track, fasteners and hangers ensuring serviceability.
 - (q) Door weather seals ensuring serviceability.
- f) Inspection report
 - i) On completion of any inspection/service during regular hours the contractor is to present a report (located at Annex B) to the Technical Authority upon leaving the Garrison. After hours the report will be provided to the Technical Authority by 09:00 am of the next working day. This report will be considered the minimum standard; any additional information will be annotated on a separate page and attached to the report for each door.
- g) Invoicing
 - i) Invoices will be complete and forwarded to the Technical Authority within 14 days of the completion of work and must contain the following:
 - (1) Requirement Number and Call up Number;
 - (2) Bldg Number and or location of work;
 - (3) Separate Material Cost;
 - (4) Labour Cost broken down as per pricing schedule;
 - (5) Date on Invoice plus Date work was completed.

Solicitation No. - N° de l'invitation

W0107-13C433/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet903

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0107-13CB433

PET-3-39013

- (6) Parts installed will be warranted for 90 days including labour and travel.
- ii) No invoices will be paid for services without receipt of a complete inspection/service report, per piece of equipment, delivered to the Technical Authority within 14 days of completion of work.

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

PET-3-39013

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