

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9**

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 Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Bruns
E2L 2B9

Title - Sujet NB Armouries, General Maintenance	
Solicitation No. - N° de l'invitation W0105-15E029/A	Date 2014-11-26
Client Reference No. - N° de référence du client W0105-15E029	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3504
File No. - N° de dossier PWB-4-37100 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-18	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506)636-5347 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 Engineer Svcs. Unit, BDG. B-18 PO BOX 17000 STATION FORCES OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Buyer ID - Id de l'acheteur

pwb020

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CCC No./N° CCC - FMS No/ N° VME

**REQUEST FOR STANDING OFFER (RFSO)
GENERAL MAINTENANCE
FREDERICTON, WOODSTOCK, GRAND FALLS &
EDMUNDSTON ARMOURIES, NEW BRUNSWICK**

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PART 1 - GENERAL INFORMATION

1.1 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 Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors, Voluntary Certification to Support the Use of Apprentices and Specification.

1.2 Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered in this Standing Offer Agreement comprises the furnishing of all labour, material, tools and equipment required to complete all the maintenance tasks pertaining to the General Maintenance at the Fredericton, Woodstock, Grand Falls and Edmundston Armouries, New Brunswick. The work will be performed as and when requested, from April 1, 2015 to March 31, 2017. All work is to be completed in accordance with the Specifications attached Annex "E".

As per the Integrity Provisions under section 01 of Standard Instruction 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 if of the Supply Manual for additional information in the Integrity Provisions.

This agreement is subject to the provisions of the Agreement on Internal Trade.

1.3 Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

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.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

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 New Brunswick.

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.

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pwb020
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PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of Standing Offer

The certifications listed below and the certifications in **Annex "B" Certifications** 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** The Offeror will be an established general contracting company with a minimum 5 years experience in new construction and building renovations. Proof of such must be provided to PWGSC within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

2.2 All work is to be performed by qualified tradespersons licensed by the New Brunswick Department of Post-Secondary Education, Training and Labour. Proof of such license must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under the Agreement.

2.3 Equipment and operators will be licensed in accordance with regulations of the Province of New Brunswick. Proof of such licenses must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under this Agreement.

2.4 Education and Experience A3010T (2010-08-16)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex B**. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "E".

2. 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.

2.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2015 to March 31, 2017.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Janine Donovan
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 405
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-5347
Facsimile: (506) 636-4376
E-mail address: janine.donovan@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.

4.2 Project Authority

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

The Project Authority is the representative of the department or agency 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.

4.3 Offeror's Representative

Name: _____
Telephone: () _____
Fax: () _____
E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF 942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 Harmonized Sales Tax Extra).

8. Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

If there is a discrepancy between the wordings 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2014-09-25), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) The Offeror's offer

10. Certifications

10.1. Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. 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 New Brunswick.

12. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B . The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, 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 Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

Supplemental General Conditions 2010C (2014-09-25), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

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. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

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

ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE
April 1, 2015 to March 31, 2017

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Total Price \$ ¢
1	Carpenter	hour	2,000	\$	\$
2	Laborer	hour	1,000	\$	\$
3	Painter	hour	500	\$	\$
4	Plumber	hour	500	\$	\$
5	Electrician	hour	500	\$	\$
6	Refrigeration Mechanic	hour	100	\$	\$
7	Welder	hour	100	\$	\$
8	Mason	hour	100	\$	\$
9	Overhead Door Mechanic	hour	100	\$	\$
10	Locksmith	hour	100	\$	\$
11	Mini Excavator with Operator (minimum digging depth 9' with 24" bucket)	hour	100	\$	\$
12	Dump Truck with Operator (minimum size one ton with a hydraulic hoist)	hour	100	\$	\$
13	Boom Truck with Operator (minimum 40' reach)	hour	100	\$	\$
14	All product and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$300,000. The Contractor is to submit a percent of mark-up for tendering purposes: _____% Allowance + Mark-up = TOTAL	Allowance	300,000	Mark-up in \$ _____	Allowance + Mark-up = \$ _____
<u>Total Estimated Amount used for Evaluation</u>					\$ _____

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

ANNEX “B”

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing

Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. Within seven (7) days and prior to award, the Offeror will be required to provide an equipment list which will include year, make and model. This equipment is subject to inspection by the Department of National Defence (DND).
3. The Offeror will be an established general contracting company with a minimum 5 years experience in new construction and building renovations. Proof of such must be provided to PWGSC within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
4. All work is to be performed by qualified tradespersons licensed by the New Brunswick Department of Post-Secondary Education, Training and Labour. Proof of such license must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under the Agreement.
5. Equipment and operators will be licensed in accordance with regulations of the Province of New Brunswick. Proof of such licenses must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under this Agreement.
6. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. 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.**
2. The Commercial General Liability policy must include the following:

-
- (a) 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 the Department of National Defence.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) 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.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) 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.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) 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.

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ANNEX C

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

NOTE TO OFFERORS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

ANNEX "D"

Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes.

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

Name:

Signature:

Company Name:

Company Legal Name:

Solicitation Number:

Optional information to provide:

Number of apprentices planned to be working on this contract:

Trades of those apprentices:

Solicitation No. - N° de l'invitation
W0105-15E029/A
Client Ref. No. - N° de réf. du client
W0105-15E029

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-4-37100

Buyer ID - Id de l'acheteur
pwb020
CCC No./N° CCC - FMS No./N° VME

ANNEX E

SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE
5 ENGINEER SERVICES SQUADRON
5 ENGINEER SERVICES UNIT
5 CDSB GAGETOWN**

SPECIFICATION

STANDING OFFER AGREEMENT

**GENERAL MAINTENANCE
FREDERICTON ARMOURY, FREDERICTON, NB
WOODSTOCK ARMOURY, WOODSTOCK, NB
GRAND FALLS ARMOURY, GRAND FALLS, NB
EDMUNDSTON ARMOURY, EDMUNDSTON, NB
01 APRIL 2015 TO 31 MARCH 2017**

			
Designed by	Fire Inspector	Contract O	Engineering O

PF No:

Job No: L-G2-9900/1652

Date: 2014-06-02

National Defence		Section 00000
Job No.L-G2-9900/1652	Index	Page 1
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<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	9
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Protection	1

PART 1 - GENERAL

- 1.1 Description of Work
- .1 The work under this Standing Offer comprises the furnishing of all labour, material, tools, and equipment required to complete all the maintenance tasks pertaining to the Civil, Structural, Mechanical and Electrical Technologies and Trades at Fredericton Armoury, Woodstock Armoury, Grand Falls Armoury and Edmundston Armoury as requested on Form CF 942, Requisition Against A Standing Offer, as directed by the Engineer and specified herein.
- .2 Fredericton Armoury is located at 3 Carleton Street, Fredericton, NB.
- .3 Woodstock Armoury is located at 107 Chapel Street, Woodstock, NB.
- .2 Grand Falls Armoury is located at 576 Madawaska Road, Grand Falls, NB.
- .3 Edmundston Armoury is located at 145 Martin Street, Edmundston, NB.
- 1.2 Duration of Contract
- .1 The period of this Standing Offer Agreement is from the 01 April 2015 to 31 March 2017.
- 1.3 References
- .1 Canada Labour Code Part II.
- .2 National Plumbing Code of Canada (2010 Edition).
- .3 The Canadian Electrical Code, CSA C22.1-12.
- .4 National Building Code of Canada 2010.
- .5 The New Brunswick Occupational Health and Safety Act, 1991.
- 1.4 Qualifications
- .1 The Contractor will be an established general contracting company with a minimum 5 years experience in new construction and building renovations. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
-

1.4 Qualifications .2 All work requested under this Contract is to
(Cont'd) be performed by qualified tradespersons
licensed by the New Brunswick Department of
Post-Secondary Education, Training and Labour.
Proof of such license must be provided to
PWGSC prior to award of this Standing Offer
Agreement, for each individual who will
perform work under this Agreement.

.3 Equipment and operators will be licensed in
accordance with regulations of the Province of
New Brunswick. Proof of such license must be
provided to PWGSC prior to award of this
Standing Offer Agreement, for each individual
who will perform work under this Agreement.

1.5 Engineer .1 The Engineer, as defined and stated in this
specification will be the Commanding Officer 5
Engineer Services Unit or a designated
representative.

The address of the Engineer is:

Contracts Officer
5 Engineer Services Unit
Building B-18
5 CDSB Gagetown
PO Box 17000 Stn Forces
Oromocto, NB
E2V 4J5

Tel: (506) 422-2677
Fax: (506) 422-1248.

1.6 Liability Insurance .1 The Contractor shall provide proof of
liability insurance in the amount of Two
Million Dollars (\$2,000,000.00) to PWGSC
before the award of this Standing Offer
Agreement.

1.7 Documents Required .1 Maintain at job site, one copy each of
following:
.1 Specifications;
.2 Addenda;

- 1.8 Contractor's Use of Site
- .1 Work site access will be as directed by the Engineer.
 - .2 Movement around the site is subject to restrictions laid down by the Engineer.
 - .3 Do not unreasonably encumber the site with materials or equipment.

- 1.9 Power and Water
- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
 - .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, C22.1-12.
 - .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
 - .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

- 1.10 Acceptability of Material
- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
 - .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
 - .3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.
 - .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
-

1.10 Acceptability of Material (Cont'd) .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.

.6 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.

.7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.11 Guarantee .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

1.12 Codes and Standards .1 Perform work in accordance with the National Building Code of Canada (NBC) and any other code of provincial or local application. Latest Edition unless otherwise specified.

.2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of this Standing Offer Agreement.

.3 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will provide a copy of their Confined Space Certification to the Engineer, upon request.

.4 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.

.5 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any

- 1.12 Codes and Standards .5 (Cont'd)
(Cont'd) provisions of above authorities, the most stringent provision will apply.
- 1.13 Overloading .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.
- 1.14 Temporary Structures .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.
- 1.15 Tools and Equipment .1 The Contractor is required to supply all basic personal tools and construction equipment.
- .2 Authorization will be obtained from the Engineer prior to renting any tools or equipment.
- 1.16 Cutting, Fitting and Patching .1 Execute cutting, fitting and patching required to make work fit properly.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
- 1.17 Workmanship .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
- 1.18 Coordination of Work .1 Work will be coordinated in such a manner as to disrupt the building occupants as little as possible.
-

- 1.19 Clean Up .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.
- 1.20 Work Requisition .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
- .1 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis between the hours of 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after regular working hours.
- .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .3 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.
- .5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.
- .6 The Contractor will report to the Building Custodian prior to starting work and upon completion of work on a daily basis to sign in and out.
- .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed,

1.20 Work Requisition (Cont'd)

.1 (Cont'd)

.7 (Cont'd)

contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number by which the work was requested from the Engineer. The Contractor is to have the Building Custodian sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.

.8 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942.

.9 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each CF942, Call-Up Against a Standing Offer.

1.21 Quantities and Basis of Payment

.1 The work performed under this Standing Offer Agreement shall be paid on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.

.2 The Contractor will submit an hourly rate and material mark up for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.

Rate per hour, Estimated Quantities by Trade
are:

Trades

Hours

1.21 Quantities and .2
Basis of Payment
(Cont'd)

(Cont'd)

.1	Carpenter.....	2000
.2	Labourer.....	1000
.3	Painter.....	500
.4	Plumber.....	500
.5	Electrician.....	500
.6	Refrigeration Mechanic.....	100
.7	Welder.....	100
.8	Mason.....	100
.9	Overhead Door Mechanic.....	100
.10	Locksmith.....	100
.11	Mini-Excavator with operator....	100
	(minimum digging depth 9' with 24" bucket)	
.12	Dump Truck with operator.....	100
	(minimum size One Ton with a hydraulic hoist)	
.13	Boom Truck with operator.....	100
	(minimum 40' reach)	

- .3 All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material, **(Estimated Quantity:Three Hundred Thousand Dollars (\$300,000.00)).**
- .4 Time charged and contract price of materials, if any used, may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

1.22 Security
Clearance

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security

- 1.22 Security Clearance
(Cont'd)
- .2 (Cont'd)
requirements as laid down by the Military Police Section.
- .3 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Standing Offer Agreement.

PART 1 - GENERAL

- | | | |
|------------------------------------|----|---|
| <u>1.1 References</u> | .1 | Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations. |
| | .2 | Province of New Brunswick Occupational Health and Safety Act, 1991. |
| | .3 | National Building Code of Canada, 2010. |
| <u>1.2 Regulatory Requirements</u> | .1 | Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply. |
| <u>1.3 Responsibility</u> | .1 | Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these. |
| | .2 | Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan. |
| | .3 | As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer. |
| | .4 | 5 CDSB Gagetown 5 Engineer Services Unit employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not |

1.3 Responsibility .4
(Cont'd)

(Cont'd)
forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.

.5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

.6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.

1.4 Unforeseen .1
Hazards

Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.5 Correction of .1
Non-Compliance

Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.

.2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.

.3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.6 Work Stoppage .1

Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

PART 1 - GENERAL

- 1.1 Reporting Fires .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
.1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.2 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:
.1 obstructed;
.2 shut-off; and
.3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- 1.3 Fire Extinguishers .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.
- 1.4 Blockage of Roadways .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.
- 1.5 Smoking Precautions .1 Observe smoking regulations at all times.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.

- | | | |
|--------------------------------------|----|--|
| 1.8 Hazardous Substances
(Cont'd) | .2 | Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities. |
| | .3 | When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference. |
| | .4 | Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work. |
| 1.9 Questions and/or Clarification | .1 | Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer. |
| 1.10 Fire Inspection | .1 | Site inspections by Fire Chief will be coordinated through Engineer. |
| | .2 | Allow Fire Chief unrestricted access to work site. |
| | .3 | Co-operate with Fire Chief during routine fire safety inspection of work site. |
| | .4 | Immediately remedy all unsafe fire situations observed by Fire Chief. |

PART 1 - GENERAL

- 1.1 General .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).