

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For a Standing Offer Demande d'offre à commandes

Regional 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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

| | |
|--|---|
| Title - Sujet RISO-Ammonia Refrigeration Repairs | |
| Solicitation No. - N° de l'invitation W6837-155545/A | Date 2015-10-06 |
| Client Reference No. - N° de référence du client W6837-15-5545 | GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-220-9624 |
| File No. - N° de dossier HAL-5-75123 (220) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-05 | Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Dunphy, Nancy | Buyer Id - Id de l'acheteur hal220 |
| Telephone No. - N° de téléphone (902)496-5481 () | FAX No. - N° de FAX (902)496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE REAL PROPERTY OPERATIONS SECTION BLDG 7, WILLOW PARK STATION FORCES HALIFAX NOVA SCOTIA B3K5X5 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 |

Solicitation No. - N° de l'invitation

W6837-155545/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-5-75123

Buyer ID - Id de l'acheteur

hal220

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

W6837-15-5545

CCC No./N° CCC - FMS No/ N° VME

Please see below.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF OFFERS
- 2.3 FORMER PUBLIC SERVANT
- 2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS
- 2.5. APPLICABLE LAWS

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. OFFER PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER
- 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION

PART 6 – INSURANCE REQUIREMENTS

- 6.1 INSURANCE REQUIREMENTS

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 OFFER
- 7.2 Security Requirements
- 7.3 STANDARD CLAUSES AND CONDITIONS
- 7.4 TERM OF STANDING OFFER
- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 IDENTIFIED USERS
- 7.8 CALL-UP INSTRUMENT
- 7.9 LIMITATION OF CALL-UPS
- 7.10 FINANCIAL LIMITATION
- 7.11 PRIORITY OF DOCUMENTS
- 7.12 Certifications
- 7.13 SACC MANUAL CLAUSES
- 7.14 APPLICABLE LAWS

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

B. RESULTING CONTRACT CLAUSES

- 7.1 STATEMENT OF WORK
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 TERM OF CONTRACT
- 7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.5 PAYMENT
- 7.6 INVOICING INSTRUCTIONS
- 7.7 Insurance Requirements
- 7.8 *SACC MANUAL* CLAUSES

ANNEX "A" STATEMENT OF WORK

ANNEX "B" BASIS OF PAYMENT

ANNEX "C" STANDING OFFER REPORTING FORM

ANNEX "D" INSURANCE REQUIREMENTS

ANNEX "E" INFORMATION FOR CODE OF CONDUCT CERTIFICATION

Appendix 1 - Contractor's Qualification Attestation Form

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 Statement of Work, the Basis of Payment, Standing Offer Reporting Form, Insurance Requirements and Information for Code of Conduct Certification.

1.2 Summary

To establish a Regional Individual Standing Offer (RISO) for furnishing of all labour, material, tools, equipment, and transportation required for operational and emergency repairs to ammonia refrigerating plants within various recreation centres of CFB Halifax.

See attached: Ammonia Refrigerating Plant Repairs JOB No.: W6837-15-5545, Dated: 2015-03-25

The period for making call-ups against the Standing Offer is from one (1) year from date of award with an additional two (2), 12 month option periods.

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

The requirement is limited to Canadian goods and/or services.

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

1.3 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

2.1 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) (<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 \(2015-07-03\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

M0019T - Firm Price and or Rates (2007-05-25)

M7035T - List of Proposed Subcontractors (2013-07-10)

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means 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:

- a. name of former public servant;
- b. 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force 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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. 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 **Nova Scotia**.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 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 _____

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

- (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.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

3.1.3 SACC Manual Clauses

C9000T Pricing (2010-08-16)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must provide the following documents with its offer:

1. Bidders are to review the document at Annex A, Ammonia Refrigerating Plant Repairs JOB No.: W6837-15-5545 Dated 2015-03-25

By way of signing page 1 of the solicitation and returning it with bid, the bidder implies that they have read, understood, and will comply with all specifications.

2. Bidders/Tenders are required to provide a copy of the company's safety policy, signed by the owner or authorized representative of the company.

3. Bidders/Tenders are required to provide documents and evidence to the satisfaction of the Crown, indicating that the bidder/tender has successfully completed an independent SAFETY AUDIT and will maintain that safety audit for the life of the Standing Offer (Contractor and Sub-contractor(s)).

4. Bidders/Tenders are to complete the Attestation form with references that confirm similar projects have been completed by the contractor and that the contractor is held in good standing. Appendix 1

4.1.2 Calculation of Evaluation of Price

The total aggregate price including option years, calculated in accordance with the estimated usage values as shown in Annex "B", meeting all terms and conditions of this Request for Standing Offer, shall be used for evaluation purposes. The responsive offer with the total lowest evaluated price will be recommended for issuance of a standing offer. Only one (1) Standing Offer will be issued.

4.1.3 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.3.1 Mandatory Financial Criteria

The offeror is to complete Annex B, Basis of Payment/Financial Evaluation.

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the total lowest aggregate evaluated price including option years will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer

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

5.2.1 Integrity Provisions – List of Names (See Annex E)

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Proof of an Independent Safety Audit

Bidders are to provide documentation indicating that the bidder has successfully completed a recognized safety audit, and the company/person performing the audit are approved by a regulatory authority to conduct safety audit.

5.2.3.2 Confirmation of Workers Compensation Coverage

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 3 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Licensing

The contractor must obtain and maintain all permits, licenses and certificates of approval required for work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any changes imposed by such legislation or regulations. Upon request the contractor shall provide a copy of any such permit, license, or certificate.

5.2.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

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

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

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

PART 6 –INSURANCE REQUIREMENTS

6.1 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 D**.

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

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Specifications in Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 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.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer will be one (1) year from date of award.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2), 12 month periods** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Dunphy
Title: Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region
Address: 1713 Bedford Row, Halifax, NS, B3J 3C9
Telephone: 902-496-5481
Facsimile: 902-496-5016
E-mail address: nancy.dunphy@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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.

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

7.5.3 Offeror's Representative (Bidder to fill in)

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

Procurement Business Number (PBN): _____

7.6 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.

7.7 Identified Users

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

Department of National Defence, CFB Halifax.

7.8 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*.

7.9 Limitation of Call-ups

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

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$150,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.11 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 \(2015-09-03\)](#), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C \(2015-09-03\)](#), General Conditions – Services (Medium Complexity;
- e) Annex A, Statement of Work/Specifications;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reports;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ "as clarified on _____" **or** "as amended on _____".

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, 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.

7.13 SACC Manual Clauses

| | | |
|--------|------------|--------------------------------------|
| M3020C | 2010-01-11 | Status and Availability of Resources |
| M3060C | 2008-05-12 | Canadian Content Certification |
| A9006C | 2012-07-16 | Defence Contract |
| M3800C | 2006-08-15 | Estimates |

7.14 Applicable Laws

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

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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C \(2015-09-03\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C \(2015-09-03\)](#) General Conditions - Services (Medium Complexity), will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *"firm unit price"*, as specified in *Annex B*. Customs duties are *"excluded"* and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C \(2011-05-16\)](#) Limitation of Price

7.5.3 Single Payment

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

7.5.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 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:

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

7.7 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

A9055C (2010-08-16) Scrap and Waste Material
C0705C (2010-01-11) Discretionary Audit
A9062C (2011-05-16) Canadian Site Regulations
D5328C (2014-06-26) Inspection and Acceptance
B7500C (2006-06-16) Excess Goods

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
REQUIREMENT

See Attached Specification: Ammonia Refrigerating Plant Repairs JOB No.: W6837-15-5545 Dated 2015-03-25

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

| | | | | |
|--|---|---|--|---|
| 2. Subsequent Hours: Labour only, in addition to (1) above. a) During regular hours: 0730-1600 hours Monday through Friday Journeyman Apprentice b) Outside regular hours: Monday through Sunday including all day Saturday, Sunday and holidays Journeyman 3. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a mark-up of 10% applied to the net cost. | Per hour Per hour Per hour Allowance | 500 hours 250 hours 100 hours \$150,000.00 | \$ \$ \$ \$ \$ | \$ \$ \$ \$20,000.00 |
| Total amount of Tender (1 st year SOA): | | | | \$ _____ |

Estimated Total for Year One (1): \$ _____
Estimated Total for Extended Year One (1) \$ _____
Estimated Total for Extended Year Two (2) \$ _____

Total Aggregated price for
(Year 1 + Option year 1 + Option year 2) = \$ _____

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

INSURANCE REQUIREMENTS

See attached Certificate of Insurance.

1) G1001C – Insurance – Specific Requirements:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1001C/3>

2) G2001C – Commercial General Liability Insurance:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2001C/2>

3) G2040C - Environmental Impairment Liability Insurance:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2040C/2>

4) G2020C – Automobile Liability Insurance:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2020C/2>

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

ANNEX "E"
INFORMATION FOR
CODE OF CONDUCT CERTIFICATION

[MUST BE COMPLETED BY OFFEROR/BIDDER WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

Appendix 1 Contractor's Qualification Attestation Form

Contractor must complete this Appendix and return one (1) original with the Tender. Key personnel identified for involvement with this Standing Offer Agreement must identify their qualification and experience with repairs of chiller units.

1. Contractor Information:

Contractor:

Address:

Telephone:

Fax:

Contact:

2. List three (3) major projects/contracts, similar to what is contained in the Statement of Work, that your firm has completed within the last three (3) years. Include three (3) references in good standing order from the major projects/contracts (one (1) from each project).

2.1 Project/Contract 1:

Address:

Date completed:

Brief description of project:

Reference information:

Contact name:

Title:

Telephone:

Fax:

2.2 Project/Contract 2:

Solicitation No. - N° de l'invitation
W6837-155545/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
ha1220

Client Ref. No. - N° de réf. du client
W6837-15-5545

File No. - N° du dossier
HAL-5-75123

CCC No./N° CCC - FMS No./N° VME

Address:

Date completed:

Brief description of project:

Reference information:

Contact name:

Title:

Telephone:

Fax:

2.3 Project/Contract 3:

Address:

Date completed:

Brief description of project:

Reference information:

Contact name:

Title:

Telephone:

Fax:

3. All the Contractor's employees must be certified as a licensed Journeyman. Contractor

must have a minimum of two (2) certified Journeyman with a minimum of five (5) years experience. Journeyperson must have successful completion of the ozone depleting course.

The following information is required from each employee:

3.1 Journeyman 1:

Name:

Journeyman qualification:

Registration number:

Date of issue:

Expiry date:

Ozone depleting course:

Date course completed:

Registration number:

Employment history for the past five (5) years (to include name of employer(s) and duties of employment):

[illegible]

3.2 Journeyman 2:

Name:

Journeyman qualification:

Registration number:

Date of issue:

Expiry date:

Ozone depleting course:

Date course completed:

Registration number:

Employment history for the past five (5) years (to include name of employer(s) and duties of employment):

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Department of National Defence



Specification

Standing Offer Agreement

Ammonia Refrigerating Plant Repairs

CFB Halifax, NS

Job No.W6837-15-5545

2015-03-25

| <u>Section</u> | <u>Title</u> | <u>Pages</u> |
|---|-------------------------------------|--------------|
| <u>Division 01 - General Requirements</u> | | |
| 01 11 00 | General Instructions | 0 |
| 01 35 30 | Health and Safety Requirements | 7 |
| 01 35 35 | DND Fire Safety Requirements | 0 |
| 01 74 11 | Cleaning | 0 |
| <u>Division 23 - Heating, Ventilating and Air-Conditioning (HVAC)</u> | | |
| 23 64 00 | Ammonia Refrigerating Plant Repairs | 2 |

PART 1 - GENERAL

- 1.1 RELATED SECTIONS .1 Section 23 64 00 Ammonia Refrigerating Plant Repairs
- 1.2 DESCRIPTION OF WORK .1 Work under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools, equipment, and transportation required to conduct, as directed by the Engineer, operational and emergency repairs to ammonia refrigerating plants at various recreation centres of CFB Halifax as specified herein.
- 1.3 ENGINEER .1 All reference to the Engineer in this specification refers to the Contract Inspector which is representing the Real Property Operations Unit (Atlantic).
- .2 The Engineer will provide the Contractor with a list of his / her authorized representatives at the pre-job meeting.
- 1.4 WORK INCLUDED .1 Work included in this Standing Offer Agreement includes but not limited to the following:
- .1 perform various types of repairs to ammonia refrigerating plants and associated equipment as directed by Engineer or authorized representatives;
- .2 provide an emergency repair service available on a 24 hour, 7 day per week basis; and
- .3 clean up.
- 1.5 LOCATIONS OF JOB SITES .1 Areas covered under this specification include but not limited to the following locations:
- .1 CFB Halifax Curling Club - 6441 Hawk Terrace, Windsor Park - Halifax, NS; and
- .2 Shearwater Arena - 66 Boundary Road, 12 Wing Shearwater, Eastern Passage, NS.
- 1.6 SITE ACCESS .1 Access to the site is under the direction of the Department of National Defence. All visitors entering areas issuing a daily pass will be aware of the requirement for search as a condition of issue.
- .2 While within the confines of CFB Halifax all employees and representatives of the Contractor must comply with all of the Standing Orders as promulgated by Base Authorities.

-
- | | | |
|--------------------------------------|----|---|
| <u>1.7 PRE-JOB MEETING</u> | .1 | Immediately upon receipt of award of Standing Offer Agreement, the successful Contractor will contact the Engineer to arrange a pre-job meeting prior to commencement of any work. |
| | | |
| <u>1.8 CONTRACTOR QUALIFICATIONS</u> | .1 | The Contractor must satisfy the Engineer that he / she has adequate and qualified staff to perform the service expected. This includes all service calls within an acceptable time period and having adequate parts on hand to meet the requirements of the job, both during silent and normal working hours. |
| | .2 | Whenever the Contractor uses sub-contractors, they too must perform to and comply with all requirements of this Standing Offer. |
| | | |
| <u>1.9 WORKMANSHIP</u> | .1 | Workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed. |
| | .2 | Do not employ any unfit person or anyone unskilled in their required duties. The Engineer reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable. |
| | .3 | Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Engineer whose decision is final. |
| | .4 | The Contractor will employ a competent and experienced supervisor with the authority to speak on his behalf on day-to-day routine matters. |
| | | |
| <u>1.10 CONTRACTOR USE OF SITE</u> | .1 | Contractor will be briefed on use of site by the Engineer. |
| | .2 | Do not unreasonably encumber site with materials or equipment. |
| | .3 | Move stored products or equipment which interferes with operations of Engineer or other Contractors. |
| | .4 | The Engineer will brief the Contractor on access to restricted areas. |
| | | |
| <u>1.11 PARKING</u> | .1 | In limited areas, a parking space will be made available on site for Contractor vehicles to drop off equipment and supplies. The Contractor will maintain and administer this space as directed. |
-

| | | |
|--|----|--|
| 1.11 PARKING (Cont'd) | .2 | The Contractor will have to pay for parking at the following locations: .1 Windsor Park - Halifax, NS. |
| 1.12 NORMAL WORKING HOURS | .1 | Normal working hours will be 0730 to 1600 hours, Monday to Friday. Any work carried out other than normal working hours must be authorized by the Engineer. |
| 1.13 CODES AND STANDARDS | .1 | Perform work in accordance with the latest edition of the National Building Code of Canada (NBC), Canadian Electrical Code Part 1, Canada Labour Code Part II, National Fire Code of Canada (NFCC), NS Environment and labour requirements, and any other federal, provincial and local code applicable. In any case of conflict or discrepancy, the more stringent requirements will apply. |
| | .2 | Meet or exceed requirements of Standing Offer Agreement documents, specified standards, codes and referenced documents. |
| | .3 | All codes, standards and regulations, addendums, revisions and acts mentioned in all sections of this specification must be latest editions. |
| 1.14 EXISTING SERVICES | .1 | Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities with minimum of disturbance to pedestrian and vehicular traffic. |
| | .2 | Establish location and extent of service lines in area of work before starting Work. Notify Engineer of findings. |
| | .3 | Submit schedule to and obtain approval from Engineer for any shutdown or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties. |
| | .4 | Where unknown services are encountered, immediately advise Engineer and confirm findings in writing. |
| 1.15 PROTECTION OF EXISTING FACILITIES | .1 | The Contractor must take all necessary precautions to ensure against damage to existing facilities. Any damage to such facilities as a result of the Contractor's operations must be repaired or replaced by the Contractor at his / her own expense, as soon as reasonably possible. |
| | .2 | Special coverings and protection must be provided to protect plants, walls, projections and adjacent work where materials are being removed, installed or hoisted. |

1.15 PROTECTION OF
EXISTING FACILITIES
(Cont'd)

- .3 The Contractor must protect all occupant owned furnishings and equipment, and the building from damage during execution of this Standing Offer Agreement.

1.16 POWER AND
WATER SUPPLY

- .1 DND may provide, free of charge, temporary electric power and water for construction purposes. If power and water cannot be provided by DND, it will be the Contractor's responsibility to provide his / her own power and water to perform the Work under this Standing Offer.
- .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.
- .3 Provide, at no cost to DND, all equipment and temporary lines to bring these services to project site.
- .4 Where the Engineer considers it necessary, provide and erect warning signs and barriers.

1.17 HEATING AND
VENTILATING

- .1 Provide temporary heat and ventilation as required to:
 - .1 facilitate progress of work;
 - .2 protect work and products against dampness and cold;
 - .3 prevent moisture condensation on surface;
 - .4 provide ambient temperatures and humidity levels for storage, installation and curing of materials;
 - .5 provide adequate ventilation to meet health regulations for safe working environment.
- .2 Maintain strict supervision of operation of temporary heating and ventilating equipment to:
 - .1 conform with applicable codes and standards;
 - .2 enforce safe practices;
 - .3 prevent abuse of services;
 - .4 prevent damages to finishes;
 - .5 vent direct-fired combustion units to outside.

1.18 EMERGENCY AND
SERVICE CALL-UPS

- .1 The Contractor must maintain and provide the Engineer with contact numbers to be able to provide response to request for service from the Engineer or representative on a 24 hour, 7 day per week basis. If the request for the service from the after hours Departmental Representative, the Contractor must, immediately upon completion of the service, report back to the Engineer describing the action taken to correct the problem. The following Work priorities and response time will apply:
- .1 Emergency: A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance and repairs identified with this priority must be responded to immediately and must be reported without delay to designated manager.
- .1 Standard response times: ASAP - maximum 2 hours.
- .2 Routine: A priority of "Routine" is defined as essential maintenance and repairs which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment, or the facility.
- .1 Standard response times: 4 hours.
- .2 The Contractor will be advised of the personnel authorized to request emergency service. Services undertaken at the request of unauthorized persons will be done at the Contractor's risk, with regards to payment.
- .3 Report service calls executed outside normal working hours to the Engineer, immediately on the next working day.

1.19 INSPECTION

- .1 All work and materials covered by this specification will be subject to inspection at any time by the Engineer or his / her representative.

1.20 REPORTING
IRREGULARITIES

- .1 The Contractor must notify the Engineer of irregularities in the work area, such as structural defects, mechanical and / or electrical problems and / or any beyond the scope of work.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 WORK SAFETY
MEASURES

- .1 Observe and enforce construction safety measures by complying with the requirements of the following statutes and authorities:
 - .1 Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations;
 - .2 Nova Scotia Occupational Health and Safety Act and supporting Occupational General Safety Regulations
 - .3 most recent amendments to the National Building Code of Canada, Part 8 and National Fire Canada.
- .2 Refer to Section 01 35 35 DND Fire Safety Requirements.
- .3 Engineer will provide a copy of any relevant special written instructions to be followed.
- .4 **Before Work Begins**
 - .1 Bidder / Tender to provide documentation if requested by the Crown, indicating all safety training attained for each person who will be involved with the Standing Offer.
- .5 The following disciplinary measures will be taken for any violations of safety under this Standing Offer Agreement:
 - .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor, DCC or PWGSC).
 - .2 **Second Violation:** Written warning to Contractor for second infraction of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor, DCC or PWGSC.).
 - .3 **Third Violation:** A third violation of a safety regulation may result in the termination of the Standing Offer with a recommendation to the Contracting Authority that the Contractor be denied access to Real Property Operations Unit (A) (Documented to Standing Offer file, copies to Contractor, DCC or PWGSC).

1.1 WORK SAFETY
MEASURES
(Cont'd)

- .5 (Cont'd)
- .4 **Serious Violation:** For a serious violation of a safety regulation as deemed by a regulator, project manager or safety officer a recommendation will be made to the Contracting Authority to immediately terminate the Contract / Standing Offer (Violation documented on Standing Offer file, copies to Contractor, DCC or PWGSC).
- .5 **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations that result in charges being laid by a regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to Real Property Operations Unit (A) contracts.

1.2 HAZARD
ASSESSMENTS

- .1 Contractor must implement and carry out a health and safety hazard assessment program as part of the Work. Program to include:
- .1 **Initial Hazard Assessment:** Carried out upon notification of Contract award and / or prior to commencement of Work.
- .2 **On-going Hazard Assessments:** Performed during the progress of Work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazards assessments must be carried out when:
- .1 new sub-trade work, new sub-contractor (s) or new workers arrive at the site to commence another portion of the Work;
- .2 the scope of Work has been changed;
- .3 Work conducted in confined spaces; and / or
- .4 potential hazard or weakness in current health and safety practices are identified by the Engineer.
- .2 Hazard assessments will be project and site specific, based on review of Standing Offer documents and site.
- .3 Each hazard assessment to be made in writing. Keep copies of all assessments on site for duration of Work. Upon request, make available to Engineer.

1.2 HAZARD
ASSESSMENTS
(Cont'd)

- .4 The Contractor must notify the Engineer of suspected hazardous material during work and not apparent from drawings, specifications, or report pertaining to work (e.g. lead, asbestos etc.). Do not disturb such material pending instructions from the Engineer. The Engineer will make the necessary arrangements for testing the material as required.

1.3 ASBESTOS
PRODUCT AND
ASBESTOS ACTIVITY

- .1 Within the confines of the Base, the provision of new products containing fibrous asbestos materials is prohibited.
- .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Engineer immediately. Do not proceed until written instructions have been received from Engineer.

1.4 HAZARDOUS
MATERIAL SPILL

- .1 The Contractor or sub-contractors must report to the DND fire hall and the Engineer for any incident or spill involving hazardous materials (HAZMAT).
- .2 In the event of a hazardous material spill , the following procedures for initial actions must be followed:
 - .1 ensure safety of all personnel;
 - .2 assess spill hazards and risks;
 - .3 ventilate area if release is indoors and remove all sources of ignition;
 - .4 stop the spill if safely possible (e.g. shut off pump, replace cap, tip drum upward, patch leaking hole etc.).
 - .5 no matter the volume is, contact the DND fire hall and provide the following information:
 - .1 time of the spill;
 - .2 location;
 - .3 special considerations:
 - .1 personal safety;
 - .2 environmental.
 - .4 type and amount of spill;
 - .5 person reporting the spill:
 - .1 name;

1.4 HAZARDOUS
MATERIAL SPILL
(Cont'd)

- .2 (Cont'd)
- .5 (Cont'd)
 - .2 company; and
 - .3 telephone number.
 - .6 contain the spill;
 - .7 isolate the area as required;
 - .8 contact the Engineer; and
 - .9 clean up minor spills using appropriate protective equipment and supplies.

1.5 FASTENING
DEVICES EXPLOSIVE
ACTUATED

- .1 Explosive actuated devices must not be used.

1.6 HOT WORK

- .1 All hot work activity is to take place with Engineer's approval and written permission from the Base Fire Chief (hot work permit). Hot work permits and fire watch requirements will be provided by the Dockyard fire hall at 427-3500.
- .2 The ventilation system in the area of any hot work is to be isolated to prevent migration of fumes / smoke and to reduce any possible spread of fire to other areas of the facility.
- .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any hot work for a minimum of 30 minutes after activity has ceased.

1.7 CONFINED SPACES

- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and / or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
 - .1 The Contractor and / or his employees must provide proof of training and qualifications when requested by the Engineer.

1.7 CONFINED SPACES
(Cont'd)

- .4 The Contractor to provide the Engineer with a copy of an "entry permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .5 The Contractor to have a hazard assessment of the confined space performed.
 - .1 The Contractor to provide the Engineer with a copy of the hazard assessment.

1.8 FALL PROTECTION

- .1 All work carried out above the mandatory height restrictions, from unguarded structure and / or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

1.9 ARC FLASH

- .1 The Contractor is to ensure all electrical equipment such as switchboards, panel boards, motor control centres and meter socket enclosures be marked to warn persons of potential electric shock and arc flash hazards. This labeling is required for all new and modified installations.
- .2 The warning label must also include information regarding "arc flash hazard category (0 to 4)" and the "Flash Protection Boundary" as defined in NFPA 70E. All projects specifications must include short circuit study and flash hazard analysis.
- .3 In accordance with the CSA Standards Z462 Workplace Electrical Safety, electrical Contractors are required to perform a shock and flash hazard analysis to select the appropriate PPE to wear. Electrical Contractors are required arc-rated personal protective equipment while troubleshooting and diagnostic testing that cannot be performed unless the electrical conductor or circuit part is energized. All Contractor work practices must protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.

1.10 SAFETY

- .1 It is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and Standing Offer requirements. These must be identified and addressed in the safety plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which will become mandatory.
- .2 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted safety plan, safety rules, procedures, safe work practices and applicable safety acts, regulations, and codes. Any person not complying with these will not be permitted on the site.
- .3 Contractor must ensure that all applicable personal protective equipment (PPE) is used.
 - .1 All personnel are required to wear hard hats, in accordance with CSA Z94.1, Industrial Protective Headwear.
 - .2 All personnel are required to wear safety footwear, in accordance with CSA Z195, Protective Footwear.
 - .3 All personnel are required to wear eye and face protection, in accordance with CSA Z94.3.1, Selection Use, and Care of Protective Eyewear.
 - .4 When and where noise level is above 85 decibels; all personnel are required to wear hearing protection, in accordance with CAN/CSA Z94.2, Hearing Protection Devices - Performance, Selection, Care and Use.
 - .5 Where toxic or noxious gas fumes, or oxygen deficiency or excessive dust may occur, so as to create a hazard to life, safety or health; all personnel are required to wear respiratory protection, in accordance with CSA Z94.4, Selection, Use, and Care of Respirators.
- .4 The Engineer will coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Standing Offer Agreement.

1.11 SITE SIGNS AND NOTICES

- .1 Safety and instruction signs and notices:
 - .1 Signs and notices for safety and instruction must be in both official languages. Graphic symbols must conform to latest version of "Signs and Symbols for the Workplace".

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 EMERGENCY
REPORTING

- .1 Telephone numbers:
 - .1 Base phone: dial 9-1-1;
 - .2 cell phone: 902-427-3333.

1.2 FIRE SAFETY
ENFORCEMENT

- .1 Within the confines of the Base, the prescription and enforcement of mandatory fire safety measures will be exercised under the authority of the Base Fire Chief.
- .2 Comply with and enforce compliance by all Contractor personnel with all requirements of this specification section, and with the most recent edition of the National Building Code of Canada (NBC) and the National Fire Code of Canada (NFCC), including all subsequent revisions issued by the National Research Council of Canada.
- .3 The Engineer reserves the right to require the dismissal from site of persons deemed careless or otherwise in violation of the fire safety requirements.

1.3 FIRE SAFETY
BRIEFING

- .1 Prior to commencement of work under this Standing Offer, the Engineer will arrange a meeting of all parties concerned to review and clarify requirements for fire safety measures. This may involve a briefing by the Base Fire Chief.
- .2 The Engineer will provide direction for reporting of fire including the emergency telephone number for fire reporting and location of fire alarms within or adjacent to work area.

1.4 FIRE WATCH

- .1 For hot work activity, the Contractor will provide the service of fire watch persons on a scale and schedule as prescribed by the Dockyard Fire Hall at the time of issuance of the hot work permit.

1.5 FIRE
EXTINGUISHERS

- .1 Supply fire extinguishers, as prescribed by the Base Fire Chief, necessary to protect work in progress and Contractor's physical plant on site.

1.6 SMOKING
PRECAUTIONS

- .1 In accordance with these fire safety requirements particular to the work area and site, the Engineer and Base Fire Chief will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
- .2 Smoking is prohibited in all buildings.

1.6 SMOKING
PRECAUTIONS
(Cont'd)

- .3 In all other areas, exercise care and comply with written or oral directives of the Engineer for the use of smoking materials.

1.7 REPORTING FIRES

- .1 Report immediately all fire incidents as follows:
 - .1 activate nearest fire alarm box; or
 - .2 dial 9-1-1 or designated number given at the time of briefing; and
 - .3 telephone the Engineer.
- .2 Person activating fire alarm box will remain at box to direct Fire Department to the scene of fire.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to direct Fire Department to the scene of fire.

1.8 INTERIOR AND
EXTERIOR FIRE
PROTECTION AND
ALARM SYSTEMS

- .1 Notify Base Fire Chief at least 48 hours prior to scheduling any work that may require fire alarm and / or protection systems to be:
 - .1 obstructed in any way;
 - .2 shut-off; and / or
 - .3 left inactive at end of working day or shift without authorization from Base Fire Chief.
- .2 Do not commence any such work until Engineer confirms approval and direction by the Base Fire Chief.
- .3 Fire hydrants, standpipes and hose systems will not be used for other than firefighting purposes unless authorized by the Engineer and the Base Fire Chief.

1.9 BLOCKAGE OF
ACCESS FOR FIRE
APPARATUS

- .1 Advise Base Fire Chief of work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Base Fire Chief, erecting of barricades and digging of trenches.

1.10 RUBBISH AND
WASTE MATERIALS

- .1 Storage:
 - .1 Where it is necessary to store oily waste in work areas exercise extreme care to ensure maximum cleanliness and safety.

1.10 RUBBISH AND
WASTE MATERIALS
(Cont'd)

- .1 (Cont'd)
- .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and approved by the Base Fire Chief and remove as directed by the Engineer.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove rubbish from work site at end of work day or shift or as directed by the Engineer.

1.11 FLAMMABLE AND
COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids governed by current National Fire Code of Canada and guided by the requirements established by the Base Fire Chief.
- .2 Keep flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 The Engineer reserves the right to require removal from the site any storage containers not acceptable to the Base Fire Chief.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .5 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .6 Do not use flammable liquids having flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable and combustible waste liquids, for disposal, in approved containers located in safe ventilated area. Keep quantities minimum and Fire Department is to be notified when disposal is required.

1.12 HAZARDOUS
SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and / or explosives, or otherwise creating hazard to life, safety or health, in accordance with National Fire Code of Canada.

1.12 HAZARDOUS
SUBSTANCES
(Cont'd)

- .2 Obtain from Base Fire Chief a "hot work" permit for work involving welding, burning or use of blowtorches 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 Fire Chief. Contractors are responsible for providing fire watch service for work on scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Provide ventilation where flammable liquids, such as lacquers or urethanes are used, eliminate sources of ignition. Inform Base Fire Chief prior to and at cessation of such work.

1.13 FIRE INSPECTION

- .1 Co-ordinate site inspections by Base Fire Chief through Engineer.
- .2 Allow Base Fire Chief unrestricted access to work site.
- .3 Co-operate with Base Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy unsafe fire situations observed by Base Fire Chief.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

PART 1 - GENERAL

1.1 PROJECT
CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Engineer. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Dispose of waste materials and debris off site.
- .5 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
 - .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
 - .3 Prior to final review remove surplus products, tools, construction machinery and equipment.
 - .4 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and floors.
 - .5 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
-

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 RELATED SECTIONS .1 Section 01 11 00 General Instructions.

1.2 REFERENCES .1 Department of Justice Canada (Jus)

.1 Hazardous Products Act.

.2 Transport Canada

.1 Transportation of Dangerous Goods Act, 1992.

.3 Nova Scotia Department of Transportation and Infrastructure
Renewal

.1 Dangerous Goods Transportation Act, 1989.

.4 Canadian Standards Association (CSA)

.1 CSA B52, Mechanical Refrigeration Code.

1.3 MATERIALS .1 All replacement parts must be either new or tradeline factory
reconditioned of the proper type, and size to provide
dependable and efficient operation.

1.4
SUB-CONTRACTORS .1 In the event that the Contractor utilizes a sub-contractor, who
must be approved by the Engineer, such sub-contractor must
comply with all requirements of this specification, as if it were
his / her own Contract.

.2 No payment will be made by DND to / for any sub-contractor.
The Contractor will be responsible for all sub-contractors
hired by his / her company in reference to payments, etc.

.3 If a sub-contractor is rejected by the Engineer, such
sub-contractor must be replaced immediately to the
satisfaction of the Engineer.

1.5 ENVIRONMENTAL .1 All Work must be performed in accordance with the latest
CSA B52 Mechanical Refrigeration Code, Hazardous
Products Act and the Provincial's Environmental Acts and
Regulations.

.2 No refrigerant will be:

.1 discharged to the atmosphere;

.2 used to flush or purge systems;

1.5 ENVIRONMENTAL
(Cont'd)

- .2 (Cont'd)
- .3 used as a cleanser; and
- .4 used for leak detection.
- .3 Contractor must have or have access to refrigerant reclamation unit and be trained in its use and operation.
- .4 No appliance is to be discarded while containing refrigerant or oil.
- .5 All accidental discharges must be reported to the Engineer.
- .6 If equipment has had a loss of refrigerant, a leak test must be completed before system is made operational and a leak test notice has to be posted on the piece of equipment.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

CERTIFICATE OF INSURANCE

Page 1 of 2

Travaux publics et
Services gouvernementaux
CanadaPublic Works and
Government Services
Canada

| | |
|---|--------------------------------------|
| Description and Location of Work RISO – Ammonia Refrigeration Repairs, CFB Halifax, Nova Scotia | Contract No. W6837-155545/001/HAL |
| | Project No. W6837-15-5545 |

| | | | | |
|--|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
| Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services | | | | |

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|---|-----------------------------------|--------------------------------|--------------------------|--|--------------------------|--------------------------------|
| Commercial General Liability | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| | | | | \$ | \$ | \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| | | | | \$ | | |
| Environmental Impairment Liability | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |
| | | | | | | |
| Automobile Liability Insurance | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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 Public Works and Government Services Canada.
 - 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.

ANNEXE D

- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- r. 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.

Environmental Impairment Liability

- 1- The Contractor must obtain "Contractor Pollution Liability" and "Storage tank Third Party 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2- 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.
- 3- The "Contractor Pollution Liability" and "Storage tank Third Party 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b- Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c- Separation of Insureds: 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.
 - d- 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.
 - e- Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f- Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g- 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

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) 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.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.
- 5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

ANNEXE D