



Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0213-15G424/A

pwd010

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CCC No./N° CCC - FMS No./N° VME

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PWD-5-38174

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## **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

### **REQUEST FOR STANDING OFFER (RFSO)**

#### **IMPORTANT NOTICE TO OFFERORS**

##### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Offeror", SI10, "Security related requirements" and "Supplementary Conditions" SC01 Security requirements, document safeguarding location.

##### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI12.

##### **INTEGRITY PROVISIONS - OFFER**

Important changes have been made to the Integrity Provisions - Offer as of July 3<sup>rd</sup> 2015. See GI01, Integrity Provision-Offer of R2710T of the General Instructions for more information

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## SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one (1) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$203,965.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$25,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### SI02 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

*Declaration of Convicted Offences*

*Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.*

### SI03 OFFER DOCUMENTS

1. The following are the offer documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Offerors;
  - c. General Instructions to Offeror's- Construction Services
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

5. Offers received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Price Proposal Form
- b. Must indicate

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- Request for standing offer number
- Solicitation number
- Offeror's name
- Closing Date and Time

c. Must be received before offer closing time at fax number (709) 772-4603.

#### **SI04 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

#### **SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

1. The Contracting Authority for this Request for Standing Offer is:

Patricia Chaulk  
Contracting Officer  
Public Works and Government Services Canada (PWGSC)  
Acquisitions Branch  
Real Property Contracting  
P.O. Box 4600  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: (709) 772-8357  
Facsimile: (709) 772-4603  
E-mail address: Patricia.Chaulk@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **SI06 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

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**SI07 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

**SI08 SITE VISIT**

All bidders, before submitting their bid, are recommended to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the works.

Interested bidders may visit the site, if needed, upon request.

**SI09 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (709) 772-4603.

**SI10 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of **one hundred and twenty (120) days** following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2. of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

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**SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors offering 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](http://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 (Appendix 5) 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 trades people, 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 ratios\* 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.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 5.

If you accept fill out and sign Appendix 5

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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.*

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## SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

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**GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)**
**GI01 (2015-07-03) Integrity Provisions – Offer**
**1. Interpretation**

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement" is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](#).

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control" means

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
 

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
 

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

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"Ineligibility" means not eligible for contract award.

"Suspension" means a determination of temporary ineligibility by the Minister of PWGS.

## 2. Statement

- a. Offerors must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#). In addition, Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitations and resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a offer, offerors confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that the Offeror made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

## 3. List of Names

- a. Offerors who are incorporated, including those offering as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors offering as sole proprietorship, as well as those offering as a joint venture, must provide the name of the owner(s). Offerors offering as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Offeror must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

## 4. Request for Additional Information

By submitting a bid, the Offeror certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Offeror, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

## 5. Lobbying Act

By submitting a offer, the Offeror certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

## 6. Canadian Offences Resulting in Legal Incapacity

By submitting a offer, the Offeror certifies that:

- a. it and the Affiliates of the Offeror have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

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- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).
7. Canadian Offences  
By submitting a offer, the Offeror certifies that:

- a. the Offeror and the Affiliates of the Offeror have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundrying proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
  - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

8. Foreign Offences  
By submitting a offer, the Offeror certifies that:

- a. the Offeror and its Affiliates have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these

Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:

- i. the court, before which the Offeror or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Offeror or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Offeror or its Affiliate was entitled to present to the court every defense that the Offeror or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

#### 9. Ineligibility for Contract Award

- a. The Offeror confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Offeror or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
- b. The Offeror confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](#) and that the period of ineligibility or suspension has not expired.

#### 10. Declaration of Convicted Offences

Where a Offeror or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Offeror must provide with its offer the completed [Declaration Form](#), to be given further consideration in the procurement process.

#### 11. Period of Ineligibility

The following rules determine the period for which a Offeror or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Offeror or an Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

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## 12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

## 13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

## 14. Suspension of Period of Ineligibility

The Offeror confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Offeror or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

## 15. Period of Ineligibility for Providing False or Misleading Information

The Offeror confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Offeror to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

## 16. Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

## 17. Suspension of a Offeror

The Offeror confirms that it understands that the Minister of PWGS may suspend a Offeror from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Offeror has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Offeror has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Offeror by the Minister of PWGS.

## 18. Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a period

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of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Offeror must provide by offer closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this offer non-responsive.

19. Subcontractors

The Offeror must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Offeror confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Offeror, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
  - ii. the Offeror is the only person capable of performing the contract;
  - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
  - iv. not entering into the contract with the Offeror would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with a Offeror under this subsection where the ineligible Offeror has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

**GI02 (2014-03-01) Completion of Offer**

1. The offer shall be
  - a. submitted on the Price proposal form;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;
  - c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

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3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
  4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### **GI03 (2007-05-25) Identity or Legal Capacity of the Offeror**

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI04 (2013-04-25) Applicable Taxes**

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **GI05 (2007-05-25) Capital Development and Redevelopment Charges**

For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 (2010-01-11) Listing of Subcontractors and Suppliers**

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

#### **GI07 (2014-03-01) Submission of Offer**

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
  - a. the offer shall be in Canadian currency;

- b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - a. Solicitation Number;
  - b. Name of Offeror;
  - c. Return address; and
  - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

#### **GI08 (2011-05-16) Revision of Offer**

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

#### **GI09 (2013-04-25) Rejection of Offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada

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- i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
  3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii G109, Canada may consider, but not be limited to, such matters as:
    - a. the quality of workmanship in performing the Work;
    - b. the timeliness of completion of the Work;
    - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
    - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
  4. Without limiting the generality of paragraphs 1), 2) and 3) of G109, Canada may reject any offer based on an unfavourable assessment of the
    - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
    - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
    - c. Offeror's performance on other contracts.
  5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of G109, other than subparagraph 2)(a) of G109, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
  6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

#### **G10 (2010-01-11) Offer Costs**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### **G11 (2012-07-16) Procurement Business Number**

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer . Offerors may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Offerors may contact the nearest [Supplier Registration Agent](#).

#### **G12 (2013-04-25) Compliance with Applicable Laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations

necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2. For the purpose of validating the certification in paragraph 1) of G112, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of G112 shall result in disqualification of the offer.

#### **G113 (2010-01-11) Approval of Alternative Materials**

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

#### **G114 (2010-01-11) Performance Evaluation**

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's offering privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

#### **G115 (2011-05-16) Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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## STANDING OFFER PARTICULARS

### SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

### SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$25,000.00 (Applicable Taxes included).

### SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
  - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

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**SOP05 STANDING OFFER RESPONSIBLES**

Standing Offer Contracting Authority is:

Patricia Chaulk  
Contracting Officer  
Public Works and Government Services Canada (PWGSC)  
Acquisitions Branch  
Real Property Contracting  
P.O. Box 4600  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: (709) 772-8357  
Facsimile: (709) 772-4603  
E-mail address: Patricia.Chaulk@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is: **(to be completed at time of award)**

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

The selected contractor for the standing offer is: **(to be completed by the Offeror)**

Name : \_\_\_\_\_

Contact : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
  - (b) Industrial Security Manual (Latest Edition).

### SC02 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 and be maintained throughout the duration of the standing offer period.
  - (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 offer, 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.

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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.

**CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)**

1. The following are the "call up" contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
 

GC1	General Provisions – Construction Services	R2810D	(2015-07-09);
GC2	Administration of the Contract	R2820D	(2015-02-25);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2015-02-25);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2015-04-01);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Price Proposal Form submitted.

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**BA01 IDENTIFICATION**

- 1) Description of the Work: **RISO Electrical Maintenance - DND Gander, NL**
- 2) Solicitation Number: **W0213-15G424/A**
- 3) Project Number: **Various**

**BA02 BUSINESS NAME AND ADDRESS OF OFFEROR**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the TOTAL BID AMOUNT INDICATED IN APPENDIX 1 - **PRICE PROPOSAL FORM**.

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of **one hundred and twenty (120) days** following the date of solicitation closing.

**BA05 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - PRICE PROPOSAL FORM

### RISO Electrical Maintenance - DND Gander, NL 2 Year Term

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

#### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Class of Labor, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
<b>1</b>	<b>Electrician</b>				
a)	Regular Hours 0800-1630 hrs.	Per Hour	500	\$	\$
b)	Outside Regular Hours Weekdays	Per Hour	50	\$	\$
c)	Weekends & Statutory Holidays	Per Hour	45	\$	\$
d)	Statutory Holidays	Per Hour	30	\$	\$
<b>2</b>	<b>Electrician Apprentice</b>				
a)	Regular Hours 0800-1630 hrs.	Per Hour	500	\$	\$
b)	Outside Regular Hours Weekdays	Per Hour	50	\$	\$
c)	Weekends & Statutory Holidays	Per Hour	45	\$	\$
d)	Statutory Holidays	Per Hour	30		
<b>3</b>	Rental of Bucket Truck with Safety Watch/Operator	Per Hour	145	\$	\$
<b>*4</b>	Material and Replacement at Contractors actual purchase price plus mark-up for OH & profit.	Lump Sum	<b>\$60,000.00</b>	OH & Profit _____%	\$
<b>TOTAL EXTENDED AMOUNT: (GST/HST Extra)</b>					<b>\$</b>

\*To calculate the Extended amount for **Item 4**, multiply the OH&P Factor % by the Estimated Quantity (EQ) and add that total to the Estimated Quantity (EQ). [Extended amount= (Estimated Quantity) + (Estimated Quantity x OH&P Factor % )]



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## **APPENDIX 3- SCOPE OF WORK**

**(SPECIFICATION)**

**(17 pages as attached)**

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## **APPENDIX 4 - EVALUATION PROCEDURES OR 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** SACC Manual clause M0220T **(2013-04-25)** Evaluation of Price.

**1.1.2** Offerors will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all line items in the **PRICE PROPOSAL FORM**, or their bid may be considered non-responsive.

### **2. Basis of Selection**

**2.1** SACC Manual clause M0069T **(2007-05-25)** Basis of Selection

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## APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note: The contractor will be asked to fill out a report every six months as included at Annex C*

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:

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*A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex C*

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**ANNEX A –**

**SECURITY REQUIREMENT CHECK LIST (SRCL)**

**(3 pages as attached)**

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**ANNEX B -  
CERTIFICATE OF INSURANCE**

(Not required at offer closing)

**(2 pages)**



**DEPARTMENT OF NATIONAL DEFENCE**

**STANDING OFFER AGREEMENT**

**ELECTRICAL MAINTENANCE  
&  
MINOR ALTERATIONS**

**9 WING GANDER**

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>General Requirements</u>		
01001	Summary of Work	3 – 4
01005	General Instructions	5 – 8
16010	Electrical Maintenance	9 – 11
01545	Safety Requirements	12 – 13
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**Section 01001**

**SUMMARY OF WORK**

1. Site Visit
  1. Before submitting a Tender, the Contractor may visit the site and acquaint himself with all ascertainable conditions that may affect his work.
  2. Consult with the Departmental representative regarding services available, material accommodations the Contractor may require, access to the site and obtain any and all information that may affect the Contractor's Tender.
  
2. Location of Site: Canadian Forces Base, 9 Wing Gander, Gander, NL.
  
3. Qualifications
  1. The servicemen employed by the Contractor shall hold the appropriate Provincial Journeyman's Qualifications and shall be "certified" to perform the work. "Certificate" means a certificate recognized by three or more provinces, or by the province in which the work of the service technician who holds the certificate is being done. Bidders must provide the required certifications and documentation prior to the award of this standing offer. Also workers will be required to provide proof of qualifications and certification before commencing any work.
  2. Provide Certifications indicating employees have their certifications current in: First Aid, Power line Hazards, Confined Space Entry, Fall Arrest and Health and Safety training.
  
4. Work Description:
  1. The work of this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment to carry out maintenance repairs and minor alterations as directed by the Departmental Representative at 9 Wing Gander, NL.
  2. Specified work is to be carried out on the following:
    - a. 9 Wing Gander Service equipment 600 volts or less, including meter recording, current transformers, fuses, disconnects, conductors and grounding.
    - b. Lighting systems including: interior and exterior, fluorescent, incandescent, mercury, metal halide, sodium and LED lamps.
    - c. Appliance and Lighting circuits including: switches, receptacles ground interrupters and cover plates.
    - d. Heating appliances including: baseboard heaters, water heaters, forced air heaters, and thermostats and controls.
    - e. Environmental equipment including: exhaust and supply-air fans, de-stratification fans, de-humidifiers and circulation pumps and detection devices.
    - f. Cooking equipment including: ranges, hot tops, toasters, ovens, steamers and fat cookers.
    - g. The Bucket truck when required is to be used to perform the contractor's

duties or to assist other contractors in performing duties requested by the Construction Engineer Section.

3. Service calls for repairs to Electrical are “on an as and when” required basis and as indicated on a DND 942 or CFEMS-SOA Call-up.

5. Labour / Material

1. Supply all Labour, Materials, Equipment, Transportation and Supervision necessary to perform service calls on Electrical Powered equipment and lighting systems at 9 Wing Gander, NL. “On an as and when required bases”. All work to be carried out as per specification.
2. Labour shall be Provincial Certified Level for discipline work tasked.
3. Materials shall be ULC and or CSA certified and when install into or on equipment will not change the ULC and or CSA for the hold equipment of installation.

Section 01005

GENERAL INSTRUCTIONS

1. Codes

1. Perform work accordance with the latest editions of the National Building Code (NBC), National Fire Code (NFC), Canadian Electrical Code (CEC), Canadian Environmental Protection act, 1999 (CEPA-1999), Canadian Environmental assessment Act (CEAA), Transportation of Dangerous Goods Act (TDGA) and any other code; Federal, Provincial or Local application provided. In any case of conflict or discrepancy between codes, the more stringent requirements will govern.
2. Meet or exceed requirements of:
  - a. Contract documents.
  - b. Specified standards, codes and references.
3. Reference Standards:
  - a. MOT (Ministry of Transportation) standards AK-64-06-001 – Operational Requirements for Uninterruptible Power Units.
  - b. MOT – Standard AK-64-06-002 Installations Requirements for Uninterruptible Power Units.
  - c. DND (Department of National Defence) Construction Engineering Technical Orders (CETO) C-98-16G-001/NY-002 – Uninterrupted Power Supply.
4. Obtain all written information from the described sources for references made to catalogues, detailed drawings or similar related data as published by manufacturers and / or suppliers.
5. Workmanship to be of a uniformly high quality and in strict accordance with the best trade practices as interpreted by the Departmental representative. Mediocre or inferior workmanship to be replaced by work of first class quality without cost to DND.
6. Trades names used in this specification not necessary restricted unless specified.
7. In the event of conflict between Standards, Codes or regulations, the most stringent shall apply.

2. Work Schedule

1. Work shall be performed on an as and when required basis as indicated on a DSS 942 or CFEMS SOA call-up.
2. A DND work order number shall be issued for each Call-up request.
3. All correspondence such as services reports, quotes, testing data and invoices for services shall have the work order number that applies to the work being performed.

3. Briefing Requirements

1. Receive briefing from Wing Fire Chief regarding Wing fire safety regulations and restrictions.
2. Receive briefing from Wing Security Officer regarding security regulations and

restrictions.

3. Receiving briefing from Contract Supervisor at 9 Wing prior to commencing any work.
4. Receive safety brief from Wing General Safety Officer.

4. Permits and regulations

The WCEO's representative will monitor to ensure that, permits and safety requirements are met and will remove from the site any persons not complying with safety regulations.

1. The Contractor is responsible for obtaining all local or provincial permits required for carrying out his work. (i.e.: boiler/steam permits)
2. The Contractor shall observe and comply with applicable local, provincial and federal regulations. In case of conflict between codes the most stringent will apply.
3. Smoking is not permitted in DND buildings.
4. At a minimum, the Contractor's personnel will wear hard hats and approved safety boots. Depending on the work involved, the use of other protective clothing such as respirators, gloves and eyewear will be authorized and enforced by the Contractor's on-site representative. The Contractor's on-site Representative will be familiar with all on-site regulations.
5. The Contractor is responsible for ventilation of the work area and fire extinguishing apparatus.
6. The Contractor is responsible to obtain the following permits:
  - a. Hot Work
  - b. Dig Permit
  - c. Roof Access
  - d. Confined Space Entry
7. The Contractor will include all safety requirements of this Contract in any agreement with Sub-contractors and hold all Sub-contractors equally responsible for safe work performance.
8. DND reserves the right to approve the use of sub-contractors on a work site, all sub-contractors to be approved by the Departmental Representative.

5. Contractor's Use Of Site

1. General: Work of this Contract may be in areas either partially or wholly occupied by private and / or Government staff and equipment. Contractor to employ necessary precautions to protect these personnel and equipment from hazards, damage or contaminations.
2. Contractor to be briefed on use of site(s) by the Departmental representative at pre-job meetings.
3. Movements around site(s) restricted to operational requirements, as directed by the Departmental representative.

4. Use of site: Execution of work and storage of materials and equipment only. Contractor to move materials or equipment that interferes with operations of staff or equipment
  
6. Project Meeting The Departmental representative will arrange project meeting and the recording and distributing of minutes.
  
7. Existing Services
  1. Where works requires breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum disturbance to user.
  2. Where security facilities have been reduced by work of Contract, provide temporary means to maintain security.
  
8. Sanitary Facilities Sanitary facilities are available in the areas of work.
  
9. Smoking Comply with the Department policy on smoking regulations. Smoking is not permitted inside DND buildings or on the apron side of the Hangar.
  
10. Hours of Work DND's normal hours of work are from 08:00 to 16:30. The Contractor to arrange his work with the Departmental representative to cause the least amount of inconvenience to operational requirements and building occupants where applicable.
  
11. Temporary Facilities
  1. DND can provide, free of charge, temporary electrical power and water unless stipulated in 942 call-up.
  2. The Departmental representative shall determine delivery points and quantitative limits. The Departmental representative's written permission is required before connections are made.
  3. Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice, without any damage liabilities or delay.
  4. Remove temporary services from site when directed by the Departmental representative.
  
12. Delivery and Storage
  1. Contractor shall provide secure temporary storage facilities for material and equipment.
  2. Deliver, store and maintain materials with manufacturer's seal and labels intact.
  3. Store materials in accordance with manufacturer's instructions.
  4. Store in areas approved by the Departmental Representative.

5. Maintain storage facility premises in a neat and tidy condition.

13. Clearance and Acceptance:

1. Ensure that new and / or replacement materials are compatible with installed equipment.
2. Supply three (3) copies of purchase orders to the Departmental representative. Include or append the following data:
  - a. Manufacturer.
  - b. Manufacturer's part number.
  - c. Use and location of device.
  - d. Various pertinent data used to identify materials such as serial numbers and manufacturer's specifications.

14. Protection:

Minimize damage to building and equipment. Make good to the complete satisfaction of the Departmental representative, any damage cause by work of this Agreement Offer.

15. Period of Agreement

This Standing Offer Agreement shall be for a period of two (2) years from date awarded.

16. Clean-up

1. Perform a daily clean-up of debris resulting from work and ensure that all hazardous impediments are removed from site or adequately stored or protected at the end of the daily work shift.
2. On completion of work all materials, equipment, hazardous products and debris shall be removed from the job site. The job site shall be left clean, neat and in a safe condition to the complete satisfaction of the Departmental representative.

17. Invoicing

1. All invoices shall have a breakdown of all materials and labour associated to the work described on the approved call up.
2. Submit 2 Copies of invoicing detailing all labour time and rate per hour, materials cost plus mark-up and 942 call-up serial number. HST to be shown as a separate item.  
Deliver invoice to:

WCEO/CONTRACTS

9 Wing Gander

P.O. Box 6000

Gander, NL. A1V 1X1

Attn: Contracts

## Section 16010

## ELECTRICAL MAINTENANCE

### 1. Related Work

1. Summary: Section 01001
2. General Instructions Section 01005
3. Electrical Maintenance Section 16010
4. Safety Requirements Section 01545
5. Fire Safety Requirements Section 01546
6. Hazardous Material: Section 01547
7. Environment Protection Section 01560

### 2. Codes and Standards:

Do complete all installations in accordance with CSA and the Canadian Electrical Code 23<sup>rd</sup> Edition 2015, except where specified otherwise.

### 3. Materials and Equipment:

Materials and equipment to be CSA certified Unobtainable CSA certification requires the approval of usage from the Departmental representative.

### 4. Labels

All labels ULC, CSA and Manufacturers are to be visible and readable.

### 5. Co-ordination of Protection Devices:

Ensure circuit protection devices such as over current trips, relays and fuses are installed to required values and settings.

### 6. Definitions:

1. Engineer: Wing Construction Engineering Officer's delegated representative.
2. UPS: Uninterruptible Power Systems.
3. DND 942: Department of Supply and Services form for requisitioning services against a Standing Offer Contract.
4. 9 Wing Gander: Department of National Defence Gander, Newfoundland.
5. DND: Department of National Defence.
6. WCEO: Wing Construction Engineering Officer.

### 7. Work Included

1. Intent of the Contract.
2. Service Calls.
3. Component Repairs.

4. Testing.
5. Services Reports.
6. Clean-up.

8. Invoicing

1. Contractor to provide invoicing for each DSS942 Call-up.
2. Contractor to include on invoice the CE work order call up number assigned to the DSS 942.

PRODUCTS

1. Materials: Materials components and parts used on this contract to be as specified by the manufacturer of the equipment.
2. Any alternate materials, components and parts to receive written approval from the Departmental representative prior to installing on equipment unless required to maintain operational capability of unit. Advise the Departmental representative soonest if alternates are used.
3. Test Equipment Contractor to be responsible for providing all test equipment necessary including computers and software to conduct tests and perform calibration and programming of the equipment installed.

EXECUTION

1. Intent

1. Maintain Electrical Power Systems at the highest possible level of operational capability.
2. Correct faulty conditions in the most expedient manner.
3. Identify / recommend any requirements to improve the operations of these systems.

2. Service Calls

1. Perform service calls to carry out repairs whenever requested by the Departmental representative.
2. Perform all work to equipment manufacturer's specifications.
3. Provide estimates of repair and cost prior to performing work when requested by the Departmental representative.
4. Make no changes in design and / or installations of existing equipment and controls without prior written approval from the Departmental representative.
5. Advise the Departmental representative of the phone number (s) at which the Departmental representative can contact the Contractor or his/her representative at any time, for work of this contract.
6. Refuse no reasonable request for assistance from the Departmental representative and carry out the work with minimal delay.

3. Components
1. Perform component repair / replacement either on site or at location of Contractors choice.
  2. Always maintain operational capabilities.
  3. Where possible replacement parts to be approved by the Departmental representative prior to installation or soon as work is completed. Replace parts which do not meet approval at no extra cost to DND.
  4. Replaced defective parts to be the property of DND unless otherwise directed by the Departmental representative.
4. Lighting Ballast: When required to replace fluorescent ballast, verify first with the Departmental representative to confirm hazardous products. If lighting ballast contains PCB or unidentified label identity, record ballast location (Room No. and Building No.) ballast name & number if identity can be read, seal ballast in approved neoprene bag and deliver to Hazmat personnel in Building 110 at 9 Wing Gander, NL.
5. Lamps: Fluorescent lamps and Mercury vapour street lamps contain a hazardous product, when required to replace remove lamps from lighting fixture and store into an approved container and deliver to hazmat personnel located in Building 110 at 9 Wing Gander, NL.
6. Final Testing On completion of repairs to Electrical component's the Contractor to ensure that the unit worked on is tested satisfactorily for all functional operation.
7. Recertify circuitry Recertify circuitry on Electrical panel board and correct any changes. At no time leave system non-functional unless approved by the Departmental representative.
8. Service Report Contractor provides to the Departmental representative with a written service report describing all work performed under the DSS942 or CFEMS call-up. Report to include a description of all work being performed, number of hours, part(s) replaced, and any other additional charges as applicable recommendations for corrections or modifications for improved operation.
9. Clean-up: On completion of work, remove all surplus materials, tools, equipment and debris and leave the job site in a clean and tidy condition to the satisfaction of the Departmental representative.

Section 01545

Safety Requirements

Safety  
Requirements

1. The Contractor shall observe and enforce all construction safety measures required by the Canada Labour Code, National Building Code of Canada, National Plumbing Code of Canada, Electrical Code and Provincial and Municipal statutes and authorities.
2. The Contractor shall acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; Canada Labour Code Part II and Canadian Occupational Health and Safety (COHS) Regulations, Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, DND General Safety Policy and Program, and DND General Safety Precautions. In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the work being completed, the more stringent will be applied and enforced.
3. As a minimum, the Contractor's personnel and agents shall wear approved and certified hard hats, safety boots, safety glasses and a reflective safety vest. Depending on the work involved, the contractor's personnel and agents shall supply and use other protective equipment/clothes such as gloves, hearing protection, respirators, and fall protection equipment. The Contractor's on-site Representative and employees shall be trained in the use of personal protective equipment.
4. Contractors (and their sub-contractors) shall provide proof of Worker's Compensation Board Coverage for all their personnel to the Departmental Representative.
5. The Contractor shall appoint a safety officer, who has demonstrated the requisite degree of training and competency and act in that capacity in the particular circumstances of the Contract, and to be responsible for the identification and control of potential safety hazards on the site.
6. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the Work. The hazard assessment is to be made in writing and submitted to the project manager for review. The Contractor shall inform all persons granted access to the work area of all known or foreseeable hazards that may be encountered in the work area.
7. The Contractor shall be responsible for ensuring that every person engaged in the work is properly trained in safety procedures. All personnel working to any prescribed hazard must be trained to the regulations of that hazard.
8. DND reserves the right to approve the use of sub-contractors on the work site.
9. Government-owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided to contractors.
10. Contractors will attend and conduct safety meetings for the purpose of informing all concerned of health and safety hazards at the work site.
11. DND has the authority to stop work on the contract if it is their opinion that the contractor is not performing the work safely, or the work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.

12. The Contractor shall provide the project manager with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous materials Information System (WHMIS) regulations brought on the site. Contractor shall comply with WHMIS regulations.
13. In the event of an incident or an accident while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing General Safety Officer at (709) 256-1703 Ext 1265. An investigation shall commence and a DND 663 General Safety Hazardous Occurrence Investigation Report shall be completed and forwarded to the Wing General Safety Office as soon as possible.

Section 01546

Fire Safety Requirements

Safety  
Requirements

1. Comply with requirements of 9 Wing Contractor Fire Orders for Civilian Contractors as issued by 9 Wing Fire Chief. Copy of Contractors Fire Orders can be obtained by contacting the Departmental Representative.
2. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.
3. Contractors shall conduct daily "housekeeping" to ensure a safe and hazard-free work site. The highest standard of housekeeping is mandatory in all buildings particularly workshops where combustible dust and cuttings accumulate during the day's activities. Such areas shall be thoroughly cleaned at close up and waste matter disposed of properly.
4. All personnel in the employment of a contractor shall have training in all types of portable fire equipment used on site.
5. The Contractor is responsible for ventilation of the work area and provision of fire extinguishers. Fully charged and operable fire extinguisher(s), appropriate for the type of possible fire, shall be available at the work site.
6. Unauthorized personnel shall not tamper with controls and components of sprinkler and other suppression systems in any manner. Sprinkler piping and heads shall not be obstructed in any manner nor used for supports.
7. Contractors are responsible for providing a FIRE WATCH during all hot work operations. Where hot work operations are carried out on material which transverses more than one area, FIRE WATCH shall be provided for each area. The FIRE WATCH shall stand by with an extinguisher and take the necessary action to suppress a fire.
8. Fire exits, fire escapes, platforms, and doors leading to fire escapes shall not be obstructed in any manner. Fire doors are to be closed except when used for access or egress but maybe left open if equipped with automatic closing devices; fire doors shall not be obstructed in any way.
9. Privately owned electrical appliances shall be approved by the Canadian Standard Association of Canada (CSA), or Underwriters Laboratories of Canada (ULC). Electrical appliances shall be kept in good electrical and mechanical repair.
10. Temporary electrical installations and wiring or modifications to existing installations shall not be made by personnel other than authorized electricians or licensed electrical contractors within the mandate of work prescribed.
11. In the event of a fire while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing Fire Chief at 709 256-1703 Ext. 1242, cellular 709-422-4275 and Departmental Representative 709 256-1703 Ext 1431.

**Section 01547**

**HAZARDOUS MATERIAL**

1. **General**
  1. Contractors and their Personnel to read and be familiar with this section and its requirements.
  2. Contractor to post, in a noticeable location on the job site, the following names and emergency telephone numbers: 9 Wing Gander:
    - a. Wing Fire Chief: 709 256 1703 Ext.1242. Local 1242
    - b. Electrical Engineer: 709 256 1703 Ext 1431 Local 1431
    - c. Wing Hazmat: 709 256 1703 Ext.1265. Local 1265
  3. Work with hazardous materials to be done by workers who are thoroughly educated to the risks and handling procedures involved with the materials and are trained in safe work practices.
  4. Encounters with material suspected of being hazardous and not previously identified are to be reported to the Department representative immediately, and work in this area of project halted until direction is received from the Departmental representative.
  5. Contractors are to comply with regulations and procedures or Federal, Provincial, Municipality and 9 Wing Gander Environmental policies when dealing with hazardous materials.
  6. Enquiries regarding Hazardous Materials to be directed to the Departmental representative.
  
2. **Reference Standards**
  1. NFC – National Fire Code of Canada latest Edition.
  2. CLC- Part 2 - Canada Labour Code.
  3. WHMIS – Workplace Hazardous Material Information Systems.
  4. Hazardous Products Act.
  5. Occupational Health and Safety Regulations.
  6. Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
    - a. Explosives Act.
    - b. Atomic Energy Control Act.
  
3. **Documentation**
  1. Where Contractor supplied materials or chemicals are of hazardous nature, provide to the Departmental representative with two (2) copies of Material Safety Data Sheets (MSDS) for each hazardous product.

- a. Hazardous products that do not have a MSDS sheet are not permitted on DND property.
  - b. Information (MSDS) on known or suspected hazardous materials on site can be obtained through the Departmental representative from Hazardous Material Coordinator.
  
- 4. Signs and Notices
  - 1. Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.
    - a. Site workers to familiarize themselves with the MSDS for each product.
    - b. Signs and / or notice for safety and instruction to be in both official languages, commonly WHMIS symbols.
  
- 5. Safety:

Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.
  
- 6. Indemnity

Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.
  
- 7. Spills and Leaks
  - 1. In addition to requirements of Section 01005 – General Instructions deliver and store hazardous materials to the following:
    - a. Incompatible substances and chemicals to be kept segregated at all times.
    - b. Contractor can obtain clarification and identification of subject substances and chemicals through the Departmental representative from Wing Hazardous Coordinator.
  
- 8. Compliance

In the event of conflict between requirements, the most stringent requirement governs.
  
- 9. Clean-Up

All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.

Environmental Protection

1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (2003), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
2. ALL SPILLS (petroleum products, hazmat, and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted to the satisfaction of the Departmental Representative. In addition sample results may be required to confirm that the clean up was satisfactory.
4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing authorities shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.
5. All light ballasts and tubes shall be returned to Wing Supply for proper disposal. Ballasts need to be verified if they contain PCBs. If they are non PCB containing then the items can be disposed of in the regular waste stream. If they are PCB containing then the item must be labelled and added to the Wing PCB Storage Compound. As for light tubes and bulbs, these contain mercury which is a known toxic substance, so all used tubes and bulbs must be returned to Wing Supply (R&D/Hazwaste) for proper disposal. In the even of a broken bulb the Eng must be immediately notified to ensure the health of safety of those in the area. Consult the WEnvO or WHMC for clean up of broken tubes.
6. Hazardous materials are present in Wing facilities, including but not limited to asbestos, mercury, chlorinated biphenyls and lead. Prior to any construction, installation, or removal the exact location of such must be checked with the Departmental Representative to determine if a hazardous material is present. Only certified and approved contractors are permitted to handle hazardous materials.
7. Do not dispose of any hazardous waste, products or materials at 9 Wing owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Departmental Representative upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.



# CERTIFICATE OF INSURANCE

Description and Location of Work  <b>RISO Electrical Maintenance - DND Gander, NL</b>	Contract No. <b>W0213-15G424/A</b>
	Project No. <b>W0213-15G424</b>

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 <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$

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.

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
<input type="text"/>	<input type="text"/>
Signature	Date D / M / Y

## **CERTIFICATE OF INSURANCE Page 2 of 2**

### **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**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.