



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

Veuillez adresser toute demande de renseignements par
écrit à l'attention de l'autorité contractante, Darlene Reay,
soit par télécopieur ou par courriel à:
darlene.reay@tpsgc.gc.ca.

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Bruns
E2L 2B9

Title - Sujet Standing Offer - Alerton	
Solicitation No. - N° de l'invitation W0105-16E025/A	Date 2016-02-29
Client Reference No. - N° de référence du client W0105-16E025	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-021-3837
File No. - N° de dossier PWB-5-38178 (021)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-16	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Reay, Darlene	Buyer Id - Id de l'acheteur pwb021
Telephone No. - N° de téléphone (902)566-7518 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 Engineer Svcs. Unit, BLDG. B-18 5 CDSB GAGETOWN OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

IMPORTANT NOTICE TO OFFERORS

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 PART 2 - OFFEROR INSTRUCTIONS.

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REQUEST FOR STANDING OFFER (RFSO)

Alerton Energy Management 5 CDSB Gagetown and Training Area, N.B..

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PART 1 - GENERAL INFORMATION

1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2 Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick, has a requirement for the establishment of a Regional Individual Standing Offer (RFSO).

The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Alerton IBEX and BACtalk Energy Management Control Systems software and hardware on an as required basis. All work will be requested on form CF-942, Requisition Against a Standing Offer as directed by the Engineer.

This Standing Offer will extend from 01 April 2016 to 31 March 2018.

All work is to be completed in accordance with the Specifications attached Annex "E".

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3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

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

2. Submission of Offers

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

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

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

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

5. 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. 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 8) 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 8.

If you accept fill out and sign Appendix 8

** 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.*

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

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

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

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

1.1 Integrity Provisions - Associated Information

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

2. Additional Certifications Precedent to Issuance of Standing Offer

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

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2016 to 31 March 2018.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Darlene Reay
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
3 Queen Street
Charlottetown, PEI
C1A 4A2

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Telephone: (902) 566-7518
Facsimile: (902) 566-7514
E-mail address: darlene.reay@pwgsc.gc.ca

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

4.2 Project Authority

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

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

4.3 Offeror's Representative

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

5. Identified Users

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

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$88,495.58 Harmonized Sales Tax extra).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$300,000.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

9. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- e) Specifications;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) The Offeror's offer

10. Certifications

10.1. Compliance

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

11. Applicable Laws

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

12. Estimates

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

13. Insurance Requirements

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

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

The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

Supplemental General Conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

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

4.2 Limitation of Price

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

4.3 Single Payment

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

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Insurance

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

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

The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE
April 1, 2016 to March 31, 2018

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price		Estimated Total Price	
				\$	¢	\$	¢
1	Technicians rate per hour for service calls during normal working hours Monday to Friday	Hours	500	\$		\$	
2	Technicians rate per hour for emergency service calls during or after normal working hours, weekends and holidays	Hours	60	\$		\$	
3	All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. For tendering purposes, the Contractor will submit their percent of mark-up on material _____ % Allowance + Mark-up = TOTAL	Allowance	\$100,000	Mark-up in \$ _____		\$	
<u>Total Estimated Amount used for Evaluation</u>						\$	

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

ANNEX
“B”

**Certifications Precedent to Standing Offer
Award**

1. Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the Provincial Workers' Compensation Board/Commission

Within seven (7) days of request from contracting authority and prior to award of Service Contract

2. The Contractor must be qualified and knowledgeable in the inspection and repair of Alerton Energy Management Systems and they must possess Envision for IBEX version 2.0 and BACtalk version 2.0 and have access to system hardware and software upgrades necessary to maintain the systems. The work must be performed by authorized technicians employed by or approved by the system manufacturer. Contractor must provide proof of technician's certification from the system manufacturer to the Engineer prior to award of this Standing Offer Agreement.
3. Within seven (7) days and prior to award, the Offeror may be requested to provide an equipment list which is subject to inspection by the Department of National Defence (DND).
4. Within seven (7) days and prior to award, provide proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

-
2. The Commercial General Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation

W0105-16E025/A

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

W0105-16E025

Amd. No. - N° de la modif.

pwb021

File No. - N° du dossier

PWB-5-38178

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX C

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

NOTE TO OFFERORS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

W0105-16E025/A

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

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Amd. No. - N° de la modif.

pwb021

File No. - N° du dossier

PWB-5-38178

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

SPECIFICATION

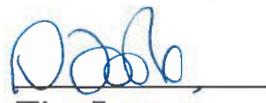


**DEPARTMENT OF NATIONAL DEFENCE
5 ENGINEER SERVICES SQUADRON
5 ENGINEER SERVICES UNIT
5 CDSB GAGETOWN**

SPECIFICATION

**STANDING OFFER AGREEMENT
ALERTON ENERGY MANAGEMENT
5 CDSB GAGETOWN AND TRAINING AREA
01 APRIL 2016 TO 31 MARCH 2018**


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-G2-9900/1711

Date: 2015-08-26

NATIONAL DEFENCE

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00000

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END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Alerton IBEX and BACTalk Energy Management Control Systems software and hardware on an as required basis. All work will be requested on form CF-942, Requisition Against a Standing Offer as directed by the Engineer.
- .2 The period of this Standing Offer is from 01 April 2016 to 31 March 2018.

1.02 QUALIFICATIONS

- .1 The Contractor must be qualified and knowledgeable in the inspection and repair of Alerton Energy Management Systems and they must possess Envision for IBEX version 2.0 and BACTalk version 2.0 and have access to system hardware and software upgrades necessary to maintain the systems.
- .2 The work must be performed by authorized technicians employed by or approved by the system manufacturer.
- .3 Contractor must provide proof of technician's certification from the system manufacturer to the Engineer prior to award of this Standing Offer Agreement.

1.03 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer of 5 Engineer Services Unit or a designated representative of the Engineer is:
- .2 The address of the engineer is:
Contracts Office
5 Engineer Services Unit
Building B18
5 CDSB Gagetown
PO Box 17000 Station Forces
Oromocto NB E2V 4J5
Tel. (506) 422-2000 ext 2677
Fax (506) 422-1248

1.04 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of the following:
 - .1 specifications; and
 - .2 addenda.
- .2 Provide to the Energy Management Control Shop (EMCS) personnel a copy, on CDROM, of any newly created databases and/or graphics necessary to complete the work. In addition to this documentation, a revised sequence of operation shall be provided on the CDROM if changes have been made. All of the above information is to be saved to the primary Operator Workstation at the EMCS.
- .3 The Contractor shall provide and install free of charge firmware build

updates when performing other work at site.

- .4 The Contractor must request an address number from the EMCS, when installing an additional panel to the network.

1.05 CONTRACTORS USE OF SITE

- .1 Work site access will be directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 The Contractor shall not unreasonably encumber the site with materials or equipment.
- .4 When Contractor vehicles are to be parked, they will be backed into a parking space or risk being towed, at the owner's expense.

1.06 POWER AND WATER SUPPLY

- .1 DND can provide, free of charge, temporary electric power and water for servicing purposes related to this agreement only.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Supply of temporary services is subject to DND requirements and may be discontinued by the Engineer at any time without notice, or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.07 ACCEPTABILITY OF MATERIAL

- .1 The Contractor will use material and parts specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 The Contractor will provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without the prior written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be

submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.08 GUARANTEE

- .1 The Contractor will guarantee all materials and workmanship for a period of one (1) year after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

1.09 CODES AND STANDARDS

- .1 Perform work in accordance with:
 - .1 The American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE),
 - .2 The Canada Labour Code Part 2; and
 - .3 The National Building Code of Canada,
 - .4 All above mentioned references will be the latest edition, unless otherwise specified.
- .2 The Contractor will work to meet or exceed requirements of specified standards, codes and referenced documents.
- .3 Contractor must be registered with WorkSafeNB, and provide proof to PWGSC prior to award.
- .4 The Contractor will observe and enforce safety measures required by:
 - .1 The National Building Code, Provincial Government, Canada Labour Code Part 2 (including section 8.12 to 8.14 regarding lock-out procedures),
 - .2 WorkSafeNB; and
 - .3 Municipal Statutes and Authorities.
- .5 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.10 OVERLOADING

- .1 The Contractor will ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.

1.11 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will be removed by them from the site on completion of the work.

1.12 CUTTING, FITTING AND PATCHING

- .1 The Contractor will perform cutting, fitting and patching of materials when required to allow work to fit properly together.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and perform repairs to match existing work.

1.13 CLEAN UP

- .1 The Contractor will, on completion of all work, remove all surplus materials, plant, tools, equipment, and debris, and leave the work site in a clean and tidy condition to the complete satisfaction of the Engineer.
- .2 The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

1.14 WORK REQUISITION

- .1 The work to be performed will be requested Form CF-942, Requisition Against A Standing Offer when ordered by the engineer is as follows:
 - .1 The Contractor will provide service during regular working hours on an 8 hour per day, 5 days per week basis, 0730 to 1600 hrs, Monday to Friday inclusive, also Emergency Service calls at any time during or after normal working hours, weekends and holidays.
 - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
 - .3 The Contractor, on receipt of an acceptance of tender will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
 - .4 The Contractor will not refuse any call for service requested by the Engineer and will respond within 24 hours on normal service calls and 4 hours on emergency calls.
 - .5 When service is required, the Engineer or authorized person will notify the Contractor and detail the job. Service will be requisitioned on Form CF-942, Requisition Against a Standing Offer. This form will detail the work to be performed and will be signed by an authorized person. A copy of this form will be given to the Contractor.
 - .6 The Contractor will report to the Engineer prior to starting work and upon completion on a daily basis. After reporting in the Contractor will proceed to the location of the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number by which the work was requested from the Engineer. Contractor to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
 - .7 The Contractor is to return one copy of the signed form CF942 that requested to work with their invoice, as well as copies of all daily work reports. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition number issued on the CF942.
 - .8 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

1.15 BASIS OF PAYMENT

- .1 The work done under this Standing Offer will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .2 The Contractor will submit prices for the following in accordance with the specification. Such prices will include transportation (travel time to and from the contractors base of operation will be included in the rates provided), supervision, expenses and profit.
- .3 Rates submitted will be for time on the job site. Travel time to and from the job site will not be charged, but will be inclusive of the rates submitted.
 - .1 Technicians rate per hour for service calls during normal working hours Monday to Friday. (estimated at 500 hours);
 - .2 Technicians rate per hour for emergency service calls during or after normal working hours, weekends and holidays. (estimated at 60 hours);
 - .3 All materials will be invoiced at the contractor's wholesale cost plus a percentage of mark-up. (estimated at \$100,000) The Contractor will submit their percent of mark-up for tender purposes. Copies of invoices for material used must accompany the invoice for work performed.
- .4 Time charged and the contract price of materials (if used) may be verified by Government Audit before and after payment.
- .5 Quantities are to be used as a guide and may increase or decrease. Quantities are not guaranteed and the contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

1.16 SECURITY CLEARANCES

- .1 The Contractor shall maintain an up to date roster of technicians involved in the contract including labourers. This roster shall be made available to the Engineer upon demand.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon demand. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements, as laid down by the Military Police Identification Section.

1.17 CONTRACTOR PASSES

- .1 All Contractor employees will have in their possession an authorized Contractor Pass while employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 The Contractor will provide a photocopy of passes to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees

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INSTRUCTIONS TO BIDDERS

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who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick
 - .1 Occupational Health and Safety Act, S.N.B. 1991.

1.02 REGULATORY REQUIREMENTS

- .1 The Contractor will perform work in accordance with the safety measures of:
 - .1 the 2010 National Building Code,
 - .2 Provincial Government, WorkSafeNB;
 - .3 municipal authority; and
 - .4 in any case of conflict or discrepancy the more stringent requirements shall apply.

1.03 RESPONSIBILITY

- .1 The Contractor will be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to the extent that they may be affected by conduct of work.
- .2 The Contractor will comply with and enforce compliance by employees with respect to safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety related factor, hazard, or condition become evident during performance of work, the Contractor will:
 - .1 follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction.
 - .2 Advise Engineer verbally and in writing.

1.05 CORRECTION OF NON-COMPLIANCE

- .1 The Contractor will immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 The Contractor will provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations are not corrected.

1.06 WORK STOPPAGE

- .1 The Contractor will give precedence to safety and health of public and site

personnel and protection of environment over cost and schedule considerations for work.

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
 - .1 activate nearest fire alarm box; or
 - .2 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm system will not be:
 - .1 obstructed;
 - .2 shut-off; and
 - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

1.03 FIRE EXTINGUISHERS

- .1 The Contractor will supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

1.04 BLOCKAGE OF ROADWAYS

- .1 The Contractor will advise the Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.
- .2 Smoking in DND buildings is prohibited.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.

- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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

1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 The Contractor will obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 The Contractor will, when work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers.
- .4 Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief.
- .5 Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .6 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 The Contractor will allow the Fire Chief or his representative, unrestricted access to work site.
- .3 The Contractor will co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 The Contractor will immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

1 GENERAL

1.01 GENERAL

- .1 The Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

1.02 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.03 DISPOSAL OF WASTES

- .1 The Contractor will not bury rubbish and waste materials on site unless approved by Engineer.
- .2 The Contractor will not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.04 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).
- .2 In the event of an inadvertent AFFF release from the system, the Contractor will stop work, and immediately report to the Contract Manager the area in which the system released and the amount released. If the Contractor is not able to reach the Contract Manager, the Contractor will immediately contact the Fire Hall (Tel 506-422-2000 Ext 2106).
- .3 The AFFF shall not be discharged into the environment during inspection procedures or during maintenance. In the event of a spill the Contractor will immediately take corrective action to clean up the material. If any AFFF foam is accidentally released to the environment, the Contractor will report it to the Contract Manager and to the Environment Department (Tel 506-422-2000 Ext 2878) immediately.

END OF SECTION