



**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  
Bid Fax: (506) 636-4376

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

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

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

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

**Comments - Commentaires**

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

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

|  |  |
|--|--|
| <b>Title - Sujet</b><br>RISO Interior/Exterior Painting  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W6837-175280/A   | <b>Date</b><br>2016-10-25                                      |
| <b>Client Reference No. - N° de référence du client</b><br>W6837-175280  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$PWB-101-3992 |
| <b>File No. - N° de dossier</b><br>PWB-6-39123 (101)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-11-16</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Standard Time<br>AST   |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Lomax, Sandra   | <b>Buyer Id - Id de l'acheteur</b><br>pwb101                   |
| <b>Telephone No. - N° de téléphone</b><br>(506)636-4362 ( )  | <b>FAX No. - N° de FAX</b><br>(506)636-4376                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>Building B18, 238 Champlain Avenue<br>P.O. Box 17000 Station Forces<br>Oromocto<br>New Brunswick<br>E2V 4J5<br>Canada |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.  |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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|---|-----------|
| <b>PART 1 - GENERAL INFORMATION .....</b>                                       | <b>3</b>  |
| 1.1 INTRODUCTION.....   | 3         |
| 1.2 SUMMARY .....   | 3         |
| 1.3 DEBRIEFINGS .....   | 3         |
| <b>PART 2 - OFFEROR INSTRUCTIONS .....</b>                                      | <b>4</b>  |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....                          | 4         |
| 2.2 SUBMISSION OF OFFERS .....  | 4         |
| 2.3 FORMER PUBLIC SERVANT.....  | 4         |
| 2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....                               | 8         |
| 2.5 APPLICABLE LAWS.....  | 8         |
| <b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>                             | <b>8</b>  |
| 3.1. OFFER PREPARATION INSTRUCTIONS.....  | 8         |
| <b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>              | <b>8</b>  |
| 4.1 EVALUATION PROCEDURES.....  | 8         |
| 4.2 BASIS OF SELECTION.....   | 9         |
| <b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>                 | <b>9</b>  |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID.....                                   | 9         |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... | 9         |
| <b>PART 6 - INSURANCE REQUIREMENTS .....</b>                                    | <b>11</b> |
| 6.1 INSURANCE REQUIREMENTS .....  | 11        |
| <b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>             | <b>11</b> |
| <b>A. STANDING OFFER .....</b>  | <b>11</b> |
| 7.1 OFFER.....  | 11        |
| 7.2 STANDARD CLAUSES AND CONDITIONS.....  | 11        |
| 7.3 TERM OF STANDING OFFER .....  | 11        |
| 7.4 AUTHORITIES .....   | 12        |
| 7.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....         | 13        |
| 7.6 IDENTIFIED USERS.....   | 13        |
| 7.7 CALL-UP INSTRUMENT .....  | 13        |
| 7.8 LIMITATION OF CALL-UPS .....  | 13        |
| 7.9 FINANCIAL LIMITATION.....   | 13        |
| 7.10 PRIORITY OF DOCUMENTS .....  | 13        |
| 7.11 CERTIFICATIONS .....   | 14        |
| 7.12 APPLICABLE LAWS.....   | 14        |
| <b>B. RESULTING CONTRACT CLAUSES .....</b>                                      | <b>14</b> |
| 7.1 STATEMENT OF WORK.....  | 14        |
| 7.2 STANDARD CLAUSES AND CONDITIONS.....  | 14        |
| 7.3 TERM OF CONTRACT .....  | 15        |
| 7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....         | 15        |
| 7.5 PAYMENT .....   | 15        |
| 7.6 INVOICING INSTRUCTIONS .....  | 15        |

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteu  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A" BASIS OF PAYMENT**

**ANNEX "B" CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD**

**ANNEX "C" INSURANCE REQUIREMENTS**

**ANNEX "D" " ERROR! BOOKMARK NOT DEFINED. COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS**

**ANNEX "E" VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

**ANNEX "F" SPECIFICATION**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

The Department of National Defence (DND), CFB Gagetown, Oromocto, N.B. has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work under this Standing Offer Agreement comprises of all the labour, materials, tools and equipment required to carry out paint repairs, complete or partial on interior or exterior areas in various Base and Training Area Buildings. The work will be performed as and when requested from April 1, 2017 to March 31 2019, in accordance with the Specifications attached, Annex "F".

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

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016/04/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

| SACC Reference | Section                 | Date       |
|----------------|-------------------------|------------|
| M0019T         | Firm Price and/or Rates | 2007/05/25 |

### 2.2 Submission of Offers

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

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

### 2.3 Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

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

- a. an individual;

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

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

*(Derived from - Provenant de: M3025T, 2014/11/27)*

### **Former Public Servant - Non-competitive Requirements**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteur  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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

*(Derived from - Provenant de: M3026T, 2014/11/27)*

## **2.4 Enquiries - Request for Standing Offers**

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

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

## **2.5 Applicable Laws**

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

#### **Section I: Financial Offer**

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

#### **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.2 Financial Evaluation**

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

#### **4.2 Basis of Selection**

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.

*(Derived from - Provenant de: M0069T, 2007/05/25 )*

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Offer**

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

##### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – List of Names

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

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

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

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Issuance of a 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**

### **6. 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 C..

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.

*(Derived from - Provenant de: M9015T, 2011/05/16 )*

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Specifications at Annex "F".

#### **7.2 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.2.1 General Conditions**

[2005](#) (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3 Term of Standing Offer**

##### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2017 to March 31, 2019

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteu  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 189 Prince William Street  
Saint John, New Brunswick  
E2L 2B9  
Telephone: (506) 636-4362  
Facsimile: (506) 636-4376  
E-mail address: sandra.lomax@pwgsc.gc.ca

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

### 7.4.2 Project Authority

The Project Authority for the Standing Offer is: *Will be made available at time of award*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.4.3 Offeror's Representative (Offeror please complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteur  
PWB101  
CCC No./N° CCC - FMS No./N° VME

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.5 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## 7.6 Identified Users

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

## 7.7 Call-up Instrument

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

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$800,000.00 (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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2016-04-04), General Conditions – Service (Medium Complexity);
- e) Annex A, Basis of Payment;
- f) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- g) the Offeror's offer dated \_\_\_\_\_

## **7.11 Certifications**

### **7.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **7.12 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**

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010C (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

#### **7.5 Payment**

##### **7.5.1 Basis of Payment**

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

##### **7.5.2 Limitation of Price**

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

##### **7.5.3 Single Payment**

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

#### **7.6 Invoicing Instructions**

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

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

**ANNEX "A"**

**BASIS OF PAYMENT  
PRICE SCHEDULE  
April 1, 2017 to March 21, 2019**

| Item  | Description, Class of Labour, Material or Plant  | Unit of Measure  | Estimated Hrs / Qty | Unit Price |   | Total Price |   |
|---|--|------------------|---------------------|------------|---|-------------|---|
|   |  |                  |                     | \$         | ¢ | \$          | ¢ |
| 1   | Unit rate to paint portions of building. Price to include Preparation for paint, one coat of primer or sealer, one coat of paint and cleaning at completion.   | Per square metre | 15,000              |            |   |             |   |
| 2   | Unit rate for major repairs to wallboard and ceilings. Note: Major repairs will be large holes, cracks, bubbles, and irregular surfaces where sheetrock is removed from walls and ceilings and replaced. Major repairs to include extra sanding, crack filling, etc. It may be necessary in some instances to remove seams to make walls and ceilings, plane and smooth. | Per square metre | 10,000              |            |   |             |   |
| 3   | Unit rate for skim coat. Note: Skim coat will be the repairs and preparation of irregular surfaces where the existing sheetrock is damaged, but does not require replacement. Skim will include the extra pre-sanding, crackfilling sanding, etc. which may be necessary to make walls and ceilings plane and smooth.  | Per square metre | 4,000               |            |   |             |   |
| 4   | Unit rate for seam filling, sanding and preparation of wall areas where new gypsum board has been installed by others.   | Linear metre     | 4,000               |            |   |             |   |
| 5   | Unit rate for paint or stain exterior portions of buildings to include steel roofing, steel handrail and wall surfaces on wood or concrete. Work to include preparation for paint or stain, one coat of primer or sealer, one coat of paint or stain and cleaning on completion.   | Per square metre | 150,000             |            |   |             |   |
| <b>Total Estimated Amount used for Evaluation</b> |  |                  |                     |            |   | <b>\$</b>   |   |

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 of request from contracting authority and prior to award of Standing Offer Agreement, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
2. Within seven (7) days of request from Contracting Authority and prior to award of the Standing Offer Agreement, Contractor must provide proof of \$2 Million General Liability Insurance.
3. All work must be performed by a provincially certified painting tradesperson or a registered apprentice in the painting trade by the New Brunswick Department of Post-Secondary Education, Training and Labour. Proof of certificates are to be provided upon Request from Standing Offer Authority and prior to award of Standing Offer Agreement.

Note: Apprentices must be supervised by an onsite working certified painting tradesperson. The ratio of onsite certified painting tradesperson to apprentice will be one (1) certified painting tradesperson for every two (2) certified apprentices.

4. The Company must have a minimum of five years experience in interior and exterior painting. Proof of this work must be sent to PWGSC before the award of this Standing Offer Agreement.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Insurance

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

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

The Contractor must forward to the Contracting Authority within seven (7) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

*(Derived from - Provenant de: G1001C, 2013/11/06 )*

#### 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 Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteu  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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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.

*(Derived from - Provenant de: G2001C, 2014/06/26 )*



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## ANNEX "E"

### Voluntary Certification to Support the Use of Apprentices

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

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> 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.

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteu  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

Solicitation No. - N° de l'invitation  
W6837-175280/A  
Client Ref. No. - N° de réf. du client  
W6837-175280

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-6-39123

Buyer ID - Id de l'acheteu  
PWB101  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "F"**

## **SPECIFICATION**

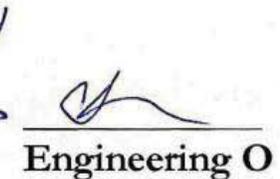


**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
INTERIOR / EXTERIOR PAINTING ON  
VARIOUS BUILDINGS AT  
5 CDSB GAGETOWN  
01 APRIL 2017 TO 31 MARCH 2019**

  
Designed by   
Fire Inspector

  
Project O   
Engineering O

Job No: L-G2-9900/1726

Date: 2016-06-29

| <u>Section</u>  | <u>Title</u>             | <u>Pages</u> |
|---|--------------------------|--------------|
| <u>Division 00 - Procurement and Contracting Requirements</u> |                          |              |
| 00 21 13  | Instructions to Bidders  | 4            |
| <u>Division 01 - General Requirements</u>                     |                          |              |
| 00 35 30  | Health and Safety        | 1            |
| 01 35 35  | Fire Safety Requirements | 2            |
| 01 35 43  | Environmental Protection | 1            |
| <u>Annex</u>  |                          |              |
| Annex A   | Basis of Payment         | 2            |

**END OF SECTION**

**1 DESCRIPTION OF WORK**

- .1 Work under this Standing Offer Agreement comprises of all the labour, materials, tools and equipment required to carry out Paint repairs, complete or partial on interior or exterior areas in various Base and Training Area Buildings as requested on form CF 942, Call-up Against A Standing Offer, as directed by the Engineer and specified within.

**2 DURATION OF CONTRACT**

- .1 The period of this Standing Offer Agreement is from 01 April 2017 to 31 March 2019.

**3 ENGINEER**

- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer, or a designated representative. Address of the Engineer is as follows.

Contracts Office  
Real Property Operations  
Detachment (Gagetown)  
Building B18  
238 Champlain Avenue  
P.O. Box 17000, Station Forces  
Oromocto, N.B. E2V 4J5  
Tel: (506) 422-2000 Ext 2677  
Fax: (506) 422-1248

**4 CODES AND STANDARDS**

- .1 Perform work in accordance with National Building Code of Canada (NBC) and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Do all painting work in accordance with CAN/CGSB-85.100-93.
- .3 Work to meet or exceed requirements of specified standards, codes and referenced documents.

**5 QUALIFICATIONS**

- .1 All work must be performed by a provincially certified painting tradesperson or a registered apprentice in the painting trade by the New Brunswick Department of Post-Secondary Education, Training and Labour. Proof of certificates is to be provided to PWGSC prior to award of this Standing Offer Agreement. **Note: Apprentices must be supervised by onsite working certified painting tradesperson. The ratio of onsite certified painting tradesperson to apprentices will be one (1) certified painting tradesperson for every two (2) registered apprentices.**
- .2 The Company must have a minimum of five years experience in interior and exterior painting. Proof of this work must be sent to PWGSC before the award of this Standing Offer Agreement.

**6 DOCUMENTS REQUIRED**

- .1 Maintain at the job site, one copy each of the following:
  - .1 Specifications;
  - .2 Manufacturers' installation and application instructions;
  - .3 Change orders; and
  - .4 Other modifications to the Standing Offer Agreement.

**7 WORK REQUISITION**

- .1 The work is to be performed on form CF 942 Call-up Against A Standing Offer when requested by the Engineer is as follows:
  - .1 The Contractor will provide service during normal working hours: 7:30 AM to 16:00 PM, Monday to Friday inclusive may entail some after hours (Nights, weekends and holidays) work required;
  - .2 The Contractor will advise the Engineer, in writing, of the telephone number or location at which they or their representative may be contacted during and after normal working hours;
  - .3 The Contractor will not refuse any call for service requested by the Engineer and will commence to carry out the service within 24 hours;
  - .4 The Contractor, on receipt of an authorized call-up 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.
  - .5 When service is required, this person will notify the Contractor and detail the job. Service will be requested on form CF 942, Call-up Against a Standing Offer. The form will detail the work to be done and will be signed by an authorized person.
  - .6 The Contractor will proceed to the job site and carry out the work continuously until completed. On completion of the work, the Contractor will retain one signed copy of the CF 942 and return one copy with any invoices pertaining to the work, to the Engineer;
  - .7 The Contractor will report to the Engineer prior to starting work and provide timesheets for each employee on a daily basis; and
  - .8 The Contractor will give cost estimates, in writing, for each call-up issued by the Engineer at no cost to the Engineer.

**8 QUALITY ASSURANCE**

- .1 Retain purchase orders, invoices and other documents to prove that all materials utilized in this Standing Offer meet requirements of the specification.
- .2 Standard of Acceptance:
  - .1 Walls: No defects visible from a distance of 1000 mm at 90 degrees to surface;
  - .2 Ceilings: No defects from floor at 45 degrees to surface when viewed using final lighting source; and
  - .3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

**9 METHOD OF PAYMENT AND QUANTITIES**

- .1 The work done on this Standing Offer Agreement will be paid for on a unit price basis. The unit price will include all material costs, labour, supervision and transportation, (travel time to and from the contractors

base of operations will be included in the rates provided). The contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work. The Estimated quantities will be identified in Annex A.

**10 SUPERVISION**

- .1 The Contractor will provide, at the jobsite, a full time experienced and competent supervisor, capable of and having authority to speak on their behalf on day to day routine matters.

**11 CONTRACTOR'S USE OF SITE**

- .1 Do not unreasonably encumber the site with material and equipment.

**12 TEMPORARY SERVICES**

- .1 The Department of National Defence can provide, free of charge, temporary electric power and water for construction purposes.
- .2 The points of delivery and limits on quantities available will be determined on the site by the Engineer, whose permission must be obtained before any connection is made.

**13 ACCEPTABILITY OF MATERIALS**

- .1 Request for "Acceptance" of material in addition to those presently established as "Acceptable" by the Contract Documents will be submitted in to the Engineer.

**14 COORDINATION OF WORK**

- .1 Coordinate the work in such a manner as to disrupt the building occupants as little as possible. Contractor will give advanced notice to occupants.
- .2 Schedule work for the various buildings concerned, two(2) working days in advance except in the case of emergency work.

**15 CONTRACTORS PASSES**

- .1 All Contractor employees will carry an authorized Contractor Pass on their persons when 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 each employee. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor Passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section building F-19 by the Contractor Supervisor.

**16 SECURITY CLEARANCES**

- .1 The Contractor shall maintain an up to date roster of all employees involved in the Standing Offer including managers, supervisors and 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 Section.

**17 CLEANING**

- .1 Conduct cleaning and disposal daily.

**18 WORKMANSHIP**

- .1 Shall be of a uniformed high standard and in accordance with generally accepted trade practices.

**END OF SECTION**

**1 SAFETY MEASURES**

- .1 Observe and enforce safety regulations required by the Canada Labour Code Part 2; Provincial Government; WorkSafeNB, and Municipal Statutes and Authorities.
- .2 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 The Contractor shall ensure that employees have sufficient Personal Protective Equipment to guard them from all hazards to which they may be exposed.
- .4 Any confined space that the Contractor is required to enter will be done by qualified personnel trained and certified. An entry permit will be filled out prior to the entry and supplied to the Engineer upon completion. A copy of the confined space training certificates will be supplied to the Engineer prior to award of contract.

**2 WHMIS**

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .2 The Contractor will ensure all employees working on the Base and Training area are trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level.

**END OF SECTION**

**1 FIRE SAFETY PLAN**

- .1 Contractors and their personnel will be familiar with this section as well as The National Fire Code of Canada, latest edition and applicable building fire orders which are posted in all Base buildings.

**2 FIRE DEPARTMENT BRIEFING**

- .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

**3 REPORTING FIRES**

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
  - .1 Activate the nearest internal fire alarm pull station; and/or
  - .2 Telephone:
    - .1 Base - 911
    - .2 MQ's - 911
    - .3 Range Control - 422-2000 Ext 2482
- .3 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.

**4 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm systems shall not be:
  - .1 Obstructed.
  - .2 Shut-off.
  - .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than firefighting purposes unless authorized by the Fire Chief.

**5 FIRE EXTINGUISHERS**

- .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect in an emergency the work in progress and the contractors physical plant on site.

**6 BLOCKAGE OF ROADWAYS**

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

**7 SMOKING PRECAUTIONS**

- .1 Smoking is not permitted in DND buildings.

**8 HAZARDOUS SUBSTANCES**

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
- .2 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

**9 QUESTIONS AND/ OR CLARIFICATION**

- .1 Any questions/clarification on Fire Safety in addition to the above requirements shall be directed and cleared by the Fire Chief.

**10 FIRE INSPECTION**

- .1 The Fire Chief shall be allowed unrestricted access to work site.
- .2 The Contractor shall co-operate with the Fire Chief during routine inspections of the worksite.
- .3 The Contractor shall immediately remedy any unsafe fire situations identified by the Fire Chief.

**END OF SECTION**

**.0 GENERAL**

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

**.0 DISPOSAL OF**

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers.
- .2 All potential hazardous wastes must be disposed of in a proper manner.

**.0 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work ie. fuels, oils, lubricants, etc.
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill of over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the 5 CDSB Gagetown Firehall, Tel 1-506-422-2106 and take necessary remedial action.

**END OF SECTION**

**BASIS OF PAYMENT  
 PRICING SCHEDULE  
 01 April 2017 to 31 March 2019**

| Item | Description, Class of Labour,<br>Material or Plant  | Unit of Measure  | Estimated Qty | Unit Price<br>\$ ¢ |
|------|---|------------------|---------------|--------------------|
| 1    | Unit rate to paint portions of building. Price to include Preparation for paint, one coat of primer or sealer, one coat of paint and cleaning at completion.  | per square metre | 150,000       |                    |
| 2    | Unit rate for major repairs to wallboard and ceilings.<br>Note: Major repairs will be large holes, cracks, bubbles, and irregular surfaces where sheetrock is removed from walls and ceilings and replaced. Major repairs to include extra sanding, crack filling, etc. It may be necessary in some instances to remove seams to make walls and ceilings, plane and smooth. | per square metre | 10,000        |                    |
| 3    | Unit rate for skim coat.<br>Note: Skim coat will be the repairs and preparation of irregular surfaces where the existing sheetrock is damaged, but does not require replacement. Skim will include the extra pre-sanding, crackfilling sanding, etc. which may be necessary to make walls and ceilings plane and smooth.  | per square metre | 4,000         |                    |
| 4    | Unit rate for seam filling, sanding and preparation of wall areas where new gypsum board has been installed by others.  | linear metre     | 4,000         |                    |

Annex A

Job number L-G2-9900 / 1726

2016-06-29

|  |  |              |             |  |
|--|--|--------------|-------------|--|
| 5  | Unit rate for paint or stain exterior portions of buildings to include steel roofing, steel handrail and wall surfaces on wood or concrete. Work to include preparation for paint or stain, one coat of primer or sealer, one coat of paint or stain and cleaning on completion. | square metre | 150,000     |  |
| <b><u>Total Estimated Amount used for Evaluation</u></b> |  |              | Total price |  |

Note: The estimated quantity 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.