



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603**

**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
PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet RISO Plumbing Repairs & Minor Alter	
Solicitation No. - N° de l'invitation W6863-205458/A	Date 2020-07-31
Client Reference No. - N° de référence du client W6863-205458	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-005-7454
File No. - N° de dossier PWD-0-43029 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-20	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: O'Brien, Cheryl	Buyer Id - Id de l'acheteur pwd005
Telephone No. - N° de téléphone (709)728-7182 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 9 Wing Gander, NL	
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

REQUEST FOR STANDING OFFER (RFSO)

Plumbing Repairs & Minor Alterations
Department of National Defence
Gander, NL

IMPORTANT NOTICE TO OFFERORS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI09, "Industrial Security related requirements" and "Supplementary Conditions" SC01 Industrial Security requirements, document safeguarding location.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to SC06 Transition to an e-Procurement Solution (EPS).

TABLE OF CONTENTS

GENERAL INSTRUCTIONS to OFFERORS - CONSTRUCTION SERVICES (GI)

- GI01 Integrity Provisions - Offer
- GI02 Completion of Offer
- GI03 Identity or Legal Capacity of the Offeror
- GI04 Applicable Taxes
- GI05 Listing of Subcontractors/suppliers
- GI06 Submission of Offer
- GI07 Revision of Offer
- GI08 Rejection of Offer
- GI09 Offer Costs
- GI10 Procurement Business Number
- GI11 Compliance with Applicable Laws
- GI12 Performance Evaluation
- GI13 Conflict of Interest-Unfair Advantage
- GI14 Code of Conduct for Procurement – Offer

SPECIAL INSTRUCTIONS TO OFFERORS (SI)

- SI01 Introduction
- SI02 Offer documents
- SI03 Enquiries during the Solicitation Period
- SI04 Quantity
- SI05 PWGSC obligations
- SI06 Site Visit
- SI07 Revision of Offer
- SI08 Offer Validity Period
- SI09 Industrial Security Related Requirement
- SI10 Web Sites

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

STANDING OFFER PARTICULARS (SOP)

- SOP01 General
- SOP02 Period of the Standing Offer
- SOP03 Call-Up Limitation
- SOP04 Call-Up Procedure
- SOP05 Standing Offer Responsible

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Industrial Security Related Requirements, Documents Safeguarding
- SC02 Insurance Terms
- SC03 Transition to an e-Procurement Solution (EPS)

APPENDIX 1 OFFER PROPOSAL FORM

APPENDIX 2 INTEGRITY PROVISIONS

APPENDIX 3 STATEMENT OF WORK

APPENDIX 4 EVALUATION PROCEDURES OR BASIS OF SELECTION

APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

ANNEX A SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX B CERTIFICATE OF INSURANCE

ANNEX C VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2016-04-04) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 (2014-03-01) Completion of offer

1. The offer shall be
 - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;

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- b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Offeror; and
 - e. accompanied by
 - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
 3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
 4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 (2015-02-25) Identity or legal capacity of the Offeror

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

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

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

GI04 (2015-02-25) Applicable Taxes

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

GI05 Listing of Subcontractors/Supplier

The Bidder must submit the names of Subcontractors/Supplier for the part or parts of the Work listed. See ANNEX D – Not applicable

GI06 (2014-03-01) Submission of offer

1. The Offer and Acceptance Form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI07 (2010-01-11) Revision of offer

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

GI08 (2014-09-25) Rejection of offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;

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- c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
 4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
 5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
 6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI09 (2015-02-25) Offer costs

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

GI10 (2019-05-30) Procurement Business Number

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> . For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

GI11 (2013-04-25) Compliance with applicable laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

GI12 (2010-01-11) Performance evaluation

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

GI13 (2011-05-16) Conflict of interest—unfair advantage

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

GI14 (2016-04-04) Code of Conduct for Procurement—offer

The [Code of Conduct for Procurement](#) provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
3. It is PWGSC's intention to authorize up to 1 Standing Offers, each for a period of 2 years. The total dollar value of all Standing Offers is estimated to be \$266,110.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$40,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 OFFER DOCUMENTS

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

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

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

GI07, add following paragraph;

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

- a. Must be completed on the Price Proposal Form
- b. Must indicate
 - Request for standing offer number;
 - Solicitation number;
 - Offeror's name and
 - Closing Date and Time
- c. Must be received before offer closing time at fax number (709) 772-4603

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address Cheryl.obrien@tpsgc-pwgsc.gc.ca. Enquiries should be received no later than (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.

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3. All enquiries and other communications related to this offer sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non-compliant.

SI04 QUANTITY

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

SI05 PWGSC OBLIGATION

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

SI06 Site Visit

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

SI07 REVISION OF OFFER

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

SI08 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of 120 days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. At offer closing, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the offer non-compliant and no further consideration will be given to the offer.
2. The successful Offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Offer Solicitations - Instructions for Offerors" on the Standard Procurement Documents Web site [Industrial Security Program](#)

SI10 WEB SITES

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

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

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

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

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

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

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

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

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

Performance Bond (form PWGSC-TPSGC 505)
http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the "call up" contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-08-17);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

STANDING OFFER PARTICULARS

SOP01 GENERAL

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

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for 2 years from date of award.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$40,000 (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form [2829](#), DSS 942 or CFEMS SOAcall-up.

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

SOP05 STANDING OFFER RESPONSIBLES

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

Standing Offer Contracting Authority is :

Cheryl O'Brien
Supply Specialist
Public Works and Government Services Canada
Real Property Contracting
Telephone : (709) 728-7182
e-mail : cheryl.obrien@pwgsc.gc.ca

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

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

Name : _____
Title : _____
Department : _____
Division : _____
Telephone : ____ - ____ - _____
e-mail : _____

The selected Offeror for the standing offer is :

Name : _____
Contact : _____
Address : _____
Telephone : _____
e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

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

SC03 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
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SC04 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 - PRICE PROPOSAL FORM

BA01 IDENTIFICATION

Title: Plumbing Repairs & Minor Alterations, Department of National Defence, 9 Wing Gander, NL

Solicitation No.: W6863-205458/A

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

The Offeror offers to Canada to perform and complete any work called up under the Regional Individual Standing Offer for the prices submitted under BA06 Price Proposal.

BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of 120 days following the date of solicitation closing.

BA05 SIGNATURE

Name and title of person authorized to sign on behalf of Offeror (Type or print)

Signature

Date

BA06 – PRICE PROPOSAL

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

Item	Class of Labor, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	Plumber				
a)	Plumber (Normal Hours) 0800-1600 hrs	Per Hour	300	\$	\$
b)	Plumber (Outside Normal Hours) Monday to Friday	Per Hour	120	\$	\$
c)	Plumber (Outside Normal Hours) Week-Ends and Statutory Holliday	Per Hour	80	\$	\$
2	Plumber Apprentice				
a)	Plumber Apprentice (Normal Hours) 0800-1600 hrs	Per Hour	300	\$	\$
b)	Plumber Apprentice (Outside Normal Hours) Monday to Friday	Per Hour	120	\$	\$
c)	Plumber Apprentice (Outside Normal Hours) Week-Ends and Statutory Holliday	Per Hour	80	\$	\$
3	Backhoe with Operator	Per Hour	140	\$	\$
4	Material & replacement parts (except free issue) at contractors actual purchase price plus a mark-up of _____% which includes purchasing expenses, internal handling, G&A expenses, and profit, excluding federal sales tax which must be shown as a separate item.	Lump Sum	\$160,000.00	OH & Profit _____%	\$
TOTAL EXTENDED AMOUNT: (GST/HST Extra)					\$

*To calculate the Est. Total Price for Item 12, multiply the OH&P Factor % by the Estimated Total Quantity and add that total to the Estimated Total Quantity. (Est. Total Price = Estimated Total Quantity + (Estimated Total Quantity x OH&P Factor %)).

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W6863-205458/A
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pwd005
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APPENDIX 3 - SCOPE OF WORK

15-JUNE-2020

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

STANDING OFFER AGREEMENT

**PLUMBING REPAIRS
&
MINOR ALTERATIONS**

REAL PROPERTY DETACHMENT GANDER

GANDER, NEWFOUNDLAND

INDEX TO SPECIFICATION

<u>Specification</u>	Description	<u>PAGES</u>
Section 01001	General Scope of Work	3 – 5
Section 01005	Plumbing Repairs	6 – 8
Section 01545	Safety Requirements	9 – 10
Section 01546	Fire Safety Requirements	11
Section 01547	Hazardous Material	12 – 13
Section 01560	Environmental Protection	14 – 15

Section 01001**GENERAL SCOPE OF WORK**

1. General The General Terms and Condition of the standing offer shall be read in conjunction with this specification and shall govern the work of all trades.

2. Scope of work
 1. General: The work of this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required for the plumbing repairs and minor alterations at RP Ops Det Gander, Gander, NL.
 2. Work Included: The work covered in this Standing Offer Agreement is as specified in the "Scope of Work", Section 01005 Item 3.
 3. Work Excluded: Work excluded from this Standing Offer Agreement shall be as detailed in Section 01005 Item 4.

3. Site access and use of premises
 1. Arrangements for access to the site of work shall be made with the Department Representative during normal working hours, Monday to Friday.
 2. Movements around the site shall be subject to site authority, and shall include the acquisition of temporary passes for all personnel and vehicles engaged in the work.
 3. The Contractor shall confine his apparatus, storage of materials and the operations of his workmen to limits indicated by law, ordinances or the direction of the Department Representative and shall not unreasonably encumber the site.

4. Storage facilities No storage facilities are available at the site - the Contractor shall provide and maintain suitable facilities for storing and protecting materials, tools and equipment, required to carry out the work of this Standing Offer Agreement.

5. Temporary services DND will be able to supply temporary services free of charge for construction purposes subject to the following terms and conditions.
 1. The points of delivery and limits on quantities shall be determined on the site by the Department Representative, whose written permission must be obtained before any connection is made.
 2. From point of delivery, the Contractor shall provide, at his own expense, all equipment and temporary lines to bring these services to the site of work. Equipment and temporary lines shall be installed and operated in a manner approved by the Department Representative.

3. The supply of temporary services may be discontinued by DND representative at any time without notice to the Contractor, and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.
4. When temporary service lines are no longer required, the connection points shall be returned to their original condition.

6. Permits and regulations

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

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

7. Standards

Throughout the various sections of the specifications, reference is made to national and international standards. These standards shall be considered an integral part hereof and shall be read in conjunction with the drawings and specifications as if they were reproduced herein. Therefore, the Contractor shall

be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.

8. Estimates Where a cost estimate has been submitted and accepted by the Department's Authority, fully completed work or services will be performed or provided at no greater than 10% above the cost estimate.
9. Protection The Contractor shall take all necessary precautions to protect and prevent damage to surrounding properties and installations. All and any damage caused by the Contractor shall be made good by him without undue delay and at no cost to the Crown.
10. Site visit
1. Site visit is recommended prior to bidding to confirm site conditions and any other pertinent items that may affect costs.
 2. The Contractor shall make his own assessment of the quantities and work involved and bid accordingly
11. Workmanship Personnel must be certified in the work they are performing. Workmanship shall be of a uniformly high quality and in strict accordance with the very best standard practice as interpreted by the Department Representative. Mediocre or inferior workmanship shall be replaced by work of first quality without cost to DND, when so ordered by the Department Representative.
12. Qualifications The servicemen employed by the Contractor shall hold a Trades Journeymen Qualification Certificate in the Plumbing Trade for the Province of Newfoundland. Workers will be asked to show proof of Journeyman's Certificate before performing any work.

Section 01005**PLUMBING REPAIRS**

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified and/or shown in Annexes.

2. Scope of work The work of this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required for the plumbing repairs and minor alterations at RP Ops Det Gander, Gander, NL.

3. Work included
 1. The work under this Standing Offer Agreement consists of but not limited to repairs to plumbing related systems including fixtures, drains, hot and cold water piping. Repairs onto water distribution systems, which includes water valves, hydrants, and all associated components.
 2. Service Calls: The Contractor shall provide service repair when requested by the Department Representative on a twenty-four hour per day, seven (7) days per week basis.
 - a. The Contractor shall not refuse any call for service requested by the Department Representative and shall carry out the service within 48 hours. Contracts Office telephone requested emergency service shall be carried out within an hour.
 - b. The work performed in this Standing Offer shall be performed by a qualified plumber.
 - c. The Contractor shall advise the Department Representative of the telephone number at which he or his representative may be contacted.
 - d. The Contractor, upon receipt of a Standing Offer Agreement for this work, shall be advised by the Department Representative in writing, of the name of the Department Representative who is authorized.
 - e. When service is required, the Department Representative will notify the Contractor by Fax or telephone.
 - f. Two (2) copies of Call Up Against a Standing Offer, CF 942, will be made out detailing the work submitted to the Contractor.
 - g. The CF 942 must be filled out, showing hours worked and materials used, immediately upon completion of the job and turned in to the Contract-Superintendent or his representative.
 - h. All work is subject to an on site inspection before certification.
 - i. Non-serviceable material shall be returned to the Department Representative who shall acknowledge receipt on the CF 942.

- j. DND reserves the right to approve the use of sub-contractors on the work site.
4. Work Excluded
1. The work to be performed does not include any work that is not an integral part of the plumbing/heating system as detailed. If such work is found to be necessary, the Contractor shall notify the Department Representative and shall not proceed until such repairs or replacements have been authorized by the Department Representative and carried out or that such repairs or replacements are not considered necessary by the Department Representative.
 2. No work shall be carried out on a service basis that is estimated to cost more than 60% of the full value of the part or piece of equipment without prior approval of the Department Representative.
5. Equipment Rental
- Any equipment rental including uses of excavators with operator will require prior approval by the Department Representative prior to works commencing.
6. Equipment on Site
1. There will be no cost invoiced to the Department of National Defence for any equipment left on site or not being used.
 2. The Department of National Defence will not being liable for any damaged incurred to the contractor's equipment when left on site.
7. Materials
1. Materials and parts used shall be those specified by the manufacturer of the equipment.
 2. If, in an emergency, the Contractor installs parts other than those specified, he shall replace them with specified parts before claiming payment, but no claim for other than specified parts shall be made.
 3. All replaced parts and materials not under warranty, whether serviceable or unserviceable, shall be returned to RP Ops Det Gander on completion of work.
8. Temporary structures
1. The Contractor shall furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, chutes and the like, as may be required for the proper execution of the work.
 2. Temporary structures erected by the Contractor shall remain his property and shall be removed by him from the site of work on completion of the work.

9. Removal of material and equipment The Contractor shall not remove any salvageable material or equipment from the job site, but shall return all parts replaced to the Department Representative.
10. Use of and damage to existing equipment
1. Confine apparatus and operations of workmen to limits directed by the Department Representative.
 2. Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused by the Contractor shall be made good by him without undue delay, all to the complete satisfaction of the Department Representative.
11. Clean Up On completion of work, remove all surplus materials, tools, equipment and debris and leave the job site in a clean and tidy condition to the satisfaction of the Department Representative.
12. Cost METHOD OF PAYMENT
- Payment by Canada for goods and services obtained under any contract resulting from a call-up against this Standing Offer may be made by means of a credit card or cheque.
1. All invoices shall show separate labour and material costs.
 2. All work requests and invoicing should come from and be invoiced to this address

Attn: Contracts
RP Ops Det Gander
P.O. BOX 6000
Gander, NL
A1V 1X1
13. Period of agreement This Standing Offer Agreement shall be for a period of two (2) years from date awarded.
14. Service Report Contractor provides to the Departmental representative with a written service report describing all work performed under the DSS942 or CFEMS call-up. Report to include a description of all work being performed, number of hours, part(s) replaced, and any other additional charges as applicable recommendations for corrections or modifications for improved operation.

Section 01545SAFETY REQUIREMENTSSafety
Requirements

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

11. DND has the authority to stop work on the contract if it is their opinion that the contractor is not performing the work safely, or the work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
12. The Contractor shall provide the project manager with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous materials Information System (WHMIS) regulations brought on the site. Contractor shall comply with WHMIS regulations.
13. In the event of an incident or an accident while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing General Safety Officer at (709) 256-1703 Ext 1265. An investigation shall commence and a DND 663 General Safety Hazardous Occurrence Investigation Report shall be completed and forwarded to the Wing General Safety Office as soon as possible.

Section 01546FIRE SAFETY REQUIREMENTSFire Safety Requirements

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

Section 01547**HAZARDOUS MATERIAL**

1. General
 1. Contractors and their Personnel to read and be familiar with this section and its requirements.
 2. Contractor to post, in a noticeable location on the job site, the following names and emergency telephone numbers: RP Ops Det Gander:
 - a. RP Ops Det Gander Fire Chief: 709 256 1703 Ext.1242.
 - b. RP Ops Det Gander Electrical Engineer: 709 256 1703 Ext 1431
 - c. Wing Hazmat: 709 256 1703 Ext.1265
 3. Work with hazardous materials to be done by workers who are thoroughly educated to the risks and handling procedures involved with the materials and are trained in safe work practices.
 4. Encounters with material suspected of being hazardous and not previously identified are to be reported to Department representative immediately, and work in this area of project halted until direction is received from Department representative.
 5. Contractors are to comply with regulations and procedures or Federal, Provincial, Municipality and 9 Wing Gander Environmental policies when dealing with hazardous materials.
 6. Enquiries regarding Hazardous Materials to be directed to Department representative.

2. Reference Standards
 1. NFC – National Fire Code of Canada latest Edition.
 2. CLC- Part 2 - Canada Labour Code.
 3. WHMIS – Workplace Hazardous Material Information Systems.
 4. Hazardous Products Act.
 5. Occupational Health and Safety Regulations.
 6. Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
 - a. Explosives Act.
 - b. Atomic Energy Control Act.

3. Documentation
1. Where Contractor supplied materials or chemicals are of hazardous nature, provide Department representative with two (2) copies of Material Safety Data Sheets (MSDS) for each hazardous product.
 - a. Hazardous products that do not have a MSDS sheet are not permitted on DND property.
 - b. Information (MSDS) on known or suspected hazardous materials on site can be obtained through Department representative from Hazardous Material Coordinator.
4. Signs and Notices
1. Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.
 - a. Site workers to familiarize themselves with the MSDS for each product.
 - b. Signs and / or notice for safety and instruction to be in both official languages, commonly WHMIS symbols.
5. Safety: Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.
6. Indemnity Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.
7. Spills and Leaks
1. In addition to requirements of Section 01005 – General Instructions deliver and store hazardous materials to the following:
 - a. Incompatible substances and chemicals to be kept segregated at all times.
 - b. Contractor can obtain clarification and identification of subject substances and chemicals through Department representative from Wing Hazardous Coordinator.
8. Compliance In the event of conflict between requirements, the most stringent requirement governs.
9. Clean-Up All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.

Section 01560ENVIRONMENTAL PROTECTIONEnvironmental Protection

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

7. Do not dispose of any hazardous waste, products or materials at RP Ops Det Gander owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Departmental Representative upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.

APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Financial Evaluation

1.1.1 SACC Manual clause M0220T (**2016-01-28**) Evaluation of Price.

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

2. Basis of Selection

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

APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Offerors, 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. 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. 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 on page 2 of 2 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

** The journey person-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.*

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

Voluntary Certification

(To be filled out and returned with offer on a voluntary basis)

(page 2 of 2)

Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Standing Offer Solicitation Number : _____

Number of company employees: _____

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

Trades of those apprentices:

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

3 pages



**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine RP OPS	2. Branch or Directorate / Direction générale ou Direction RP OPS DET GANDER
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail THE WORK OF THIS STANDING OFFER AGREEMENT COMPRISES THE FURNISHING OF ALL LABOUR, MATERIAL, TOOLS AND EQUIPMENT REQUIRED FOR THE PLUMBING AND MINOR ALTERATIONS AT 9 WING GANDER, GANDER, NL.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation
 W6863-205458/A
 Client Ref. No. - N° de réf. du client
 W6863-205458

Amd. No. - N° de la modif.
 File No. - N° du dossier
 PWD-0-43029

Buyer ID - Id de l'acheteur
 pwd005
 CCC No./N° CCC - FMS No./N° VME

ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)
CERTIFICATE OF INSURANCE



Page 1 of 2

Description and Location of Work Standing Offer Plumbing Repairs and Minor Alterations, DND, Gander, NL	Contract No. W6863-205458
	Project No. W6863-205458

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

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

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

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

Telephone number

Signature

Date D / M / Y

Solicitation No. - N° de l'invitation
W6863-205458/A
Client Ref. No. - N° de réf. du client
W6863-205458

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-0-43029

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

CERTIFICATE OF INSURANCE
Page 2 of 2

General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

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

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

