

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet RISO - Ammonia Plant Repairs	
Solicitation No. - N° de l'invitation W684H-210058/A	Date 2021-08-13
Client Reference No. - N° de référence du client W684H-21-0058	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-323-11350
File No. - N° de dossier HAL-1-87011 (323)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-08-31 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Grant, Stewart	Buyer Id - Id de l'acheteur hal323
Telephone No. - N° de téléphone (782)640-2592 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: REAL PROPERTY OPERATION SECTION HALIFAX BLDG7, WILLOW PARK PO BOX 99000 STN FORCES HALIFAX NOVA SCOTIA B3K5X5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
W684H-210058/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
HAL232
CCC No./N° CCC - FMS No./N° VME

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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 and Additional Information: includes the certifications and additional information 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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

This Request for Standing Offer for the furnishing of all labour, material, tools, equipment, transportation, and supervision required to conduct, as directed by the Departmental Representative, operational and emergency repairs to ammonia refrigerating plants at various recreation centres of CFB Halifax including:

- Windsor Park - Halifax, NS, B3K 5Y5: WP68 CFB Halifax Curling Club.
- 12 Wing Shearwater - Eastern Passage, NS, B0J 3A0:SH64 12 Wing Shearwater Arena.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 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.

1.5 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 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the Halifax Atlantic Region the email address is:

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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 dire 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.

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 **Nova Scotia**.

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Financial Evaluation

4.1.1.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25), Basis of Selection.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

The Offeror should provide a valid certified refrigeration and A/C mechanic journey person certification for the proposed journey person. This could be in the form of a license issued by Nova Scotia apprenticeship agency or red seal license/certificate

The Offeror must provide within **seven (7)** working days following the request from the contracting authority, a valid refrigeration and A/C Mechanic certificate for the proposed journey person. Failure to comply with the request will result in the offer being declared non-responsive.

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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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) available at the bottom of the page of the [Employment and Social](#)

Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.2 Status and Availability of Resources

SACC Manual Clause (M3020T) (2016-01-28), (Status of Availability of Resources – Offer)

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex F entitled "Standing Offer Reporting Form". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than **fourteen (14)** calendar days after the end of the reporting period

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1st 2021 to 31st October 2023.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Stewart Grant
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax NS, B3J 3C9

Telephone: 782-640-2592
E-mail address: stewart.grant@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract will be provided at Contract 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.

7.5.3 Offeror's Representative (To be completed by Offeror)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____

Facsimile: _____ - _____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Department of National Defence, Real Property Operations Section (Halifax) –RPOS(H) – Contract Personnel..**

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

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

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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Insurance Requirements ;
- g) the Offeror's offer dated _____.

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.11.3 SACC Manual Clauses

Status of Availability of Resources - Standing Offer [M3020C](#) (2016-01-28)

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 **Nova Scotia**.

7.13 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.

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 (2020-05-28), 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 period of the Contract is from November 1st 2021 to 31st October 2023.

7.3.2 Delivery Date

Delivery 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment.

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Single Payment

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

7.5.4 SACC Manual Clauses

SACC Manual Clause ([A1009C](#)) (2008-05-12) Work Site Access
SACC Manual Clause ([A9062C](#)) (2011-05-16) Canadian Forces Site Regulations
SACC Manual Clause ([B1501C](#)) (2018-06-21) Electrical equipment
SACC Manual Clause ([B7500C](#)) (2006-06-16) Excess Goods
SACC Manual Clause ([C0711C](#)) (2008-05-12) Time Verification

7.5.5 Electronic Payment of Invoices – Call-up

Will be adjusted based on Vendor's selection

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;

- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

Invoices to be made out and forwarded to:

Accounts Payable Section
RP Ops Sect (Halifax)
Maritime Forces Atlantic PO Box 99000
Station Forces, Willow Park Bldg 7
Halifax, NS B3K 5X5

Invoices must be submitted within 30 days of completion of Work. Each invoice will indicate the following information:

- Contract number;
- Work order/ serial number;
- Requisition/order offer number;
- Building number or location;
- Dates during which the Work was accomplished;
- A detailed description of the Work performed, with itemized list of materials & labour (a copy of the Contractor's invoice from his material supplier will also be included plus any other costs being charged), labour, overhead, profit and applicable taxes will be included separately on the invoice.
- Labour costs are to be broken down by trade and sub-trade. Labour time sheets will also be provided upon request.

No invoices will be processed without proper information as outlined.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within **ten (10) days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation
W684H-210058/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
HAL232
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

(Attached)

Department of National Defence



Specification

Standing Offer Agreement

Repairs to Ammonia Refrigerating Plants

CFB Halifax, NS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01</u>		
01 11 00	General Instructions	7
01 35 30	Health and Safety Requirements	9
01 35 35	DND Fire Safety Requirements	5
01 74 11	Cleaning	2
<u>Division 23</u>		
23 64 00	Ammonia Refrigerating Plant Repairs	2

PART 1 - GENERAL

- 1.1 RELATED SECTIONS .1 Section 23 64 00 - Ammonia Refrigerating Plant Repairs.
- 1.2 DESCRIPTION OF WORK .1 Work under this requirement comprises the furnishing of all labour, material, tools, equipment, transportation, and supervision required to conduct, as directed by the Departmental Representative, operational and emergency repairs to ammonia refrigerating plants at various recreation centres of CFB Halifax, as specified herein.
- 1.3 DELIVERABLES .1 All deliverables associated with this Standing Offer Agreement must comply with all Government of Canada legislation, policies, and directives. These include, but are not limited to, the Official Languages Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.
- 1.4 DEPARTMENTAL REPRESENTATIVE .1 All reference to the Departmental Representative in this specification, who is the Contract Inspector which is representing the Real Property Operations Section - Halifax (RPOS(H)).
- 1.5 WORK INCLUDED .1 Work included in this requirement includes but will not be limited to the following:
- .1 Perform various types of repairs to ammonia refrigerating plants and associated equipment as directed by the Departmental Representative or authorized representatives.
 - .2 Provide an emergency repair service available on a 24 hour, seven (7) day per week basis.
 - .3 Conduct clean up.
- 1.6 LOCATIONS OF JOB SITES .1 Areas covered under this specification include but not limited to the following locations:
-

1.6 LOCATIONS OF JOB
SITES
(Cont'd)

- .1 (Cont'd)
- .1 Windsor Park - Halifax, NS:
- .1 WP68 CFB Halifax Curling Club.
- .2 12 Wing Shearwater - Eastern Passage, NS:
- .1 SH64 12 Wing Shearwater Arena.

1.7 SITE ACCESS

- .1 Access to the site is under the direction of the Department of National Defence. All visitors entering areas issuing a daily pass will be aware of the requirement for search as a condition of issue.
- .2 While within the confines of CFB Halifax all employees and representatives of the Contractor must comply with all of the Standing Orders as promulgated by Base/Wing Authorities.

1.8 PRE-JOB MEETING

- .1 Immediately upon receipt of award of Standing Offer Agreement, the successful Contractor will contact the Departmental Representative to arrange a pre-job meeting prior to commencement of any work.
- .2 The Departmental Representative will provide the Contractor with a list of his/her authorized representatives at the pre-job meeting.

1.9 WORKMANSHIP

- .1 Workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed.
- .2 Do not employ any unfit person or anyone unskilled in their required duties. The Departmental Representative reserves the right to require the dismissal from the site, workers deemed incompetent, careless or insubordinate.
- .3 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Departmental Representative whose decision is final.

<u>1.9 WORKMANSHIP (Cont'd)</u>	.4	The Contractor will employ a competent and experienced supervisor with the authority to speak on his behalf on day-to-day routine matters.
	.5	Whenever the Contractor uses sub-contractors, they too must perform to and comply with all requirements.
<u>1.10 NORMAL WORKING HOURS</u>	.1	Normal working hours will be 0730 to 1600 hours, Monday to Friday. Any work carried out other than normal working hours must be authorized by the Departmental Representative.
<u>1.11 CONTRACTOR'S USE OF SITE</u>	.1	Contractor will be briefed on use of site by the Departmental Representative.
	.2	Do not unreasonably encumber site with materials or equipment.
	.3	Move stored products or equipment which interferes with operations of Departmental Representative or other Contractors.
	.4	The Departmental Representative will brief the Contractor on access to restricted areas.
<u>1.12 PARKING</u>	.1	In limited areas, a parking space will be made available on site for Contractor vehicles to drop off equipment and supplies. Maintain and administer this space as directed.
	.2	The Contractor may have to pay for parking at the following locations:
	.1	Windsor Park - Halifax, NS.
<u>1.13 CODES AND STANDARDS</u>	.1	Perform work in accordance with the latest edition of the National Building Code of Canada (NBC), Canadian Electrical Code Part I, Canada Labour Code Part II, National Fire Code of Canada, NS Fall Protection and Scaffold Regulations, DND/CF Asbestos management directives, and any other applicable federal, provincial and municipal regulations and by-laws. In any case of conflict or discrepancy, the more stringent requirements will apply.

1.13 CODES AND
STANDARDS
(Cont'd)

- .2 Meet or exceed requirements of documents, specified standards, codes and referenced documents.

1.14 PROTECTION OF
EXISTING FACILITIES

- .1 The Contractor must take all necessary precautions to ensure against damage to existing facilities. Any damage to such facilities as a result of the Contractor's operations must be repaired or replaced by the Contractor at his/her own expense, as soon as is reasonably possible.
- .2 Special coverings and protection must be provided to protect plants, walls, projections and adjacent work where materials are being removed, installed or hoisted.
- .3 The Contractor must protect all occupant owned furnishings and equipment, and the building from damage during execution of this requirement.
- .4 Where the Departmental Representative considers it necessary, provide and erect warning signs and barriers.

1.15 POWER AND WATER
SUPPLY

- .1 DND may provide, free of charge, temporary electric power and water for construction purposes.
- .2 Departmental Representative will determine delivery points and quantitative limits. Departmental Representative's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Provide, at no cost to DND, all equipment and temporary lines to bring these services to project site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of temporary services.
- .5 After the temporary service lines are no longer required, the Contractor must remove all lines and equipment, restore the connection points to their original condition and return the land to its original contour.

1.16 HEATING AND
VENTILATING

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

1.17 EMERGENCY AND
SERVICE CALL-UPS

- .1 The Contractor must maintain and provide the Departmental Representative with contact numbers to be able to provide response to request for service from the Departmental Representative or representative on a 24 hours, 7 days per week basis. If the request for the service from the after hours Departmental Representative, the Contractor must, immediately upon completion of the service, report back to the Departmental Representative describing the action taken to correct the problem. The following Work priorities and response time will apply:
 - .1 Emergency:

1.17 EMERGENCY AND
SERVICE CALL-UPS
(Cont'd)

- .1 (Cont'd)
- .1 (Cont'd)
- .1 A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance and repairs identified with this priority must be responded to immediately and must be reported without delay to designated manager.
- .1 Standard response times:
- .1 Urban/rural: ASAP - 2 hours.
- .2 Routine:
- .1 A priority of "Routine" is defined as essential maintenance and repairs which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment, or the facility.
- .1 Standard response times:
- .1 Urban/rural: 4 hours.
- .2 The Contractor will be advised of the personnel authorized to request emergency service. Services undertaken at the request of unauthorized persons will be done at the Contractor's risk, with regards to payment.
- .3 Report service calls executed outside normal working hours to the Departmental Representative, immediately on the next working day.
- .1 All work and materials covered by this specification will be subject to inspection at any time by the Departmental Representative or his/her representative.

1.18 INSPECTION

<u>1.19 REPORTING IRREGULARITIES</u>	.1	The Contractor must notify immediately the Departmental Representative of irregularities in the work area, such as accidents, spills, structural defects, mechanical and/or electrical problems and/or any beyond the scope of work.
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PART 2 - PRODUCTS

<u>2.1 NOT USED</u>	.1	Not used.
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PART 3 - EXECUTION

<u>3.1 NOT USED</u>	.1	Not used.
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PART 1 - GENERAL

1.1 WORK SAFETY
MEASURES

- .1 Observe and enforce construction safety measures by complying with the requirements of the following statutes and authorities:
 - .1 Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations;
 - .2 Nova Scotia Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time;
 - .3 most recent amendments to the National Building Code of Canada, Part 8 and National Fire Code of Canada;
 - .4 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
- .2 Refer to Section 01 35 35 - DND Fire Safety Requirements.
- .3 Departmental Representative will provide a copy of any relevant special written instructions to be followed.
- .4 Before Work Begins
 - .1 Bidder/Tender to provide documentation if requested by the Crown, indicating all safety training attained for each person who will be involved with the requirements.
- .5 The following disciplinary measures will be taken for any violations of safety under this requirement:
 - .1 First Violation:
 - .1 Verbal warning issued to the Contractor for the first violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor and PSPC.).
 - .2 Second Violation:

1.1 WORK SAFETY
MEASURES
(Cont'd)

.5

(Cont'd)

.2 (Cont'd)

.1 Written warning to Contractor for second violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor and PSPC.).

.3 Third Violation:

.1 A third violation of a safety regulation may result in the termination of the Standing Offer Agreement.

.4 Serious Violation:

.1 For a serious violation of a safety regulation as deemed by a regulator, project manager or safety officer a recommendation will be made to the Contracting Authority to immediately terminate the Contract/Standing Offer (Violation documented on Standing Offer file, copy to Contractor and PSPC.).

1.2 HAZARD ASSESSMENTS

.1

Contractor must implement and carry out a health and safety hazard assessment program as part of the Work. Program to include:

.1 Initial Hazard Assessment:

.1 Carried out upon notification of Contract award and/or prior to commencement of Work.

.2 On-going Hazard Assessments:

.1 Performed during the progress of Work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazards assessments must be carried out when:

1.2 HAZARD ASSESSMENTS
(Cont'd)

- | | | |
|----|----------|--|
| .1 | (Cont'd) | |
| .2 | (Cont'd) | |
| .1 | | new sub-trade work, new sub-contractor(s) or new workers arrive at the site to commence another portion of the Work; |
| .2 | | the scope of Work has been changed; |
| .3 | | Work conducted in confined spaces; and/or |
| .4 | | potential hazard or weakness in current health and safety practices are identified by the Departmental Representative. |
| .2 | | Hazard assessments will be project and site specific, based on review of documents and site. |
| .3 | | Each hazard assessment to be made in writing. Keep copies of all assessments on site for duration of Work. Upon request, make available to Departmental Representative. |
| .4 | | The Contractor must notify the Departmental Representative of suspected hazardous material during work and not apparent from drawings, specifications, or report pertaining to work (e.g. lead, asbestos etc.). Do not disturb such material pending instructions from the Departmental Representative. The Departmental Representative will make the necessary arrangements for testing the material as required. |

1.3 ASBESTOS PRODUCT &
ASBESTOS ACTIVITY

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

1.4 HAZARDOUS MATERIAL
SPILL

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

1.4 HAZARDOUS MATERIAL SPILL <u>(Cont'd)</u>	.2	(Cont'd)
	.5	(Cont'd)
	.8	provide Material Safety Data Sheets (MSDS) to DND Fire Department and Departmental Representative;
	.9	contact the Departmental Representative; and
	.10	clean up minor spills using appropriate protective equipment and supplies.
1.5 FASTENING DEVICES EXPLOSIVE ACTUATED <u></u>	.1	Explosive actuated devices must not be used without the approval of the Departmental Representative.
	.2	Operator must have the appropriate training before using the explosive actuated device.
	.3	Follow the manufacturer's safety guidelines and ensure the applicable personal protective equipment is used.
1.6 HOT WORK <u></u>	.1	All hot work activity is to take place with Departmental Representative's approval and written permission from the DND Fire Department (hot work permit). Hot work permits and fire watch requirements will be provided by the DND Fire Department.
	.2	The ventilation system in the area of any hot work is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.
	.3	Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any hot work for a minimum of 30 minutes after activity has ceased.
1.7 CONFINED SPACES <u></u>	.1	All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.

1.7 CONFINED SPACES
(Cont'd)

- .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
 - .1 The personnel entering and working in confined spaces must have at all times valid certifications when working in confined spaces. The employees must provide proof of training and qualifications when requested by Departmental Representative or the Unit Safety Officer.
- .4 The Contractor to provide the Departmental Representative with a copy of an "entry permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .5 The Contractor to have a hazard assessment of the confined space performed.
 - .1 The Contractor to provide the Departmental Representative with a copy of the hazard assessment.
- .6 The Contractor must have a written rescue plan posted on site.
- .7 Contractor must inform DND Fire Department and Central Heating plant before entering any service tunnel.

1.8 FALL PROTECTION

- .1 All work carried out above the mandatory height restrictions, from unguarded structure and/or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).

1.8 FALL PROTECTION
(Cont'd)

- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

1.9 ARC FLASH

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

1.10 SAFETY

- .1 It is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and requirements. These must be identified and addressed in the safety plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which will become mandatory.
- .2 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted safety plan, safety rules, procedures, safe work practices and applicable safety acts, regulations, and codes. Any person not complying with these will not be permitted on the site.

1.10 SAFETY
(Cont'd)

- .3 Contractor must ensure that all applicable personal protective equipment (PPE) is used.
 - .1 All personnel are required to wear hard hats, in accordance with CSA Z94.1, Industrial Protective Headwear.
 - .2 All personnel are required to wear safety footwear, in accordance with CSA Z195, Protective Footwear.
 - .3 All personnel are required to wear eye and face protection, in accordance with CSA Z94.3.1, Selection, Use, and Care of Protective Eyewear.
 - .4 When and where noise level is above 85 decibels; all personnel are required to wear hearing protection, in accordance with CSA Z94.2, Hearing Protection Devices - Performance, Selection, Care and Use.
 - .5 Where toxic or noxious gas fumes, or oxygen deficiency or excessive dust may occur, so as to create a hazard to life, safety or health; all personnel are required to wear respiratory protection, in accordance with CAN/CSA Z94.4, Selection, Use, and Care of Respirators.
- .4 The Departmental Representative will coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

1.11 SECURITY

- .1 Security incident can be defined as any fact or event which could affect your personal or organizational security.
- .2 When performing Work on the premises of CFB Halifax, security incidents or threats could occur at any time such as bomb threats, active intruder, lockdowns etc.
- .3 When a security incident occurs, the Contractor shall:
 - .1 stop the work safely;
 - .2 account for all your personnel in a secure area;

<u>1.11 SECURITY (Cont'd)</u>	.3	(Cont'd)
	.3	report to the building main office or facility manager for further directives; and
	.4	call the Departmental Representative.
	.4	The above actions must be taken also during Base/Wing security training exercises.
<u>1.12 SITE SIGNS AND NOTICES</u>	.1	Safety and instruction signs and notices:
	.1	Signs and notices for safety and instruction must be in both official languages. Graphic symbols must conform to latest version of "Signs and Symbols for the Workplace".
<u>PART 2 - PRODUCTS</u>		
<u>2.1 NOT USED</u>	.1	Not used.
<u>PART 3 - EXECUTION</u>		
<u>3.1 NOT USED</u>	.1	Not used.

PART 1 - GENERAL

- | | | |
|------------------------------------|----|--|
| <u>1.1 EMERGENCY REPORTING</u> | .1 | Telephone numbers for emergency reporting will be provided by the Departmental Representative at the fire safety briefing. |
| <u>1.2 FIRE SAFETY ENFORCEMENT</u> | .1 | Within the confines of the Base/Wing, the prescription and enforcement of mandatory fire safety measures will be exercised under the authority of the DND Fire Department. |
| | .2 | Comply with and enforce compliance by all Contractor personnel with all requirements of this specification section, and with the most recent edition of the National Building Code of Canada (NBC) and the National Fire Code of Canada (NFC), including all subsequent revisions issued by the National Research Council of Canada. |
| <u>1.3 FIRE SAFETY BRIEFING</u> | .1 | Prior to commencement of work under this requirement, the Departmental Representative will arrange a meeting of all parties concerned to review and clarify requirements for fire safety measures. This may involve a briefing by the DND Fire Department. |
| <u>1.4 FIRE WATCH</u> | .1 | For hot work activity, the Contractor will provide the service of fire-watch persons on a scale and schedule as prescribed by the DND Fire Department at the time of issuance of the hot work permit. |
| <u>1.5 FIRE EXTINGUISHERS</u> | .1 | The Contractor will supply fire extinguishers, as scaled by the DND Fire Department, necessary to protect work in progress and Contractor's physical plant on site. |
| <u>1.6 SMOKING PRECAUTIONS</u> | .1 | Smoking not permitted on DND property except in designated smoking areas. This includes smoking in passenger motor vehicles. |

1.6 SMOKING
PRECAUTIONS
(Cont'd)

- .2 In accordance with these fire safety requirements particular to the work area and site, the Departmental Representative and the DND Fire Department will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
- .3 Smoking is prohibited in all buildings.
- .4 In all other areas, exercise care and comply with written or oral directives of the Departmental Representative for the use of smoking materials.

1.7 REPORTING FIRES

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

1.8 INTERIOR AND
EXTERIOR FIRE
PROTECTION AND ALARM
SYSTEMS

- .1 Notify DND Fire Department at least 48 hours prior to scheduling any work that may require fire alarm and/or protection systems to
 - .1 obstructed in any way;
 - .2 shut-off; and/or
 - .3 left inactive at end of working day or shift without authorization from DND Fire Department.
- .2 Do not commence any such work until Departmental Representative confirms approval and direction by the DND Fire Department.

1.8 INTERIOR AND
EXTERIOR FIRE
PROTECTION AND ALARM
SYSTEMS
(Cont'd)

- .3 Fire hydrants, standpipes and hose systems will not be used for other than fire fighting purposes unless authorized by the Departmental Representative and the DND Fire Department.

1.9 BLOCKAGE OF ACCESS
FOR APPARATUS

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

1.10 RUBBISH AND WASTE
MATERIALS

- .1 Keep rubbish and waste materials at minimum quantities.
- .2 Storage:
- .1 Where it is necessary to store oily waste in work areas exercise extreme care to ensure maximum possible safety and cleanliness.
- .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles approved by the DND Fire Department and removed as directed by the Departmental Representative.
- .3 Burning of rubbish is prohibited.
- .4 Removal:
- .1 Remove rubbish from work site at end of work day or shift or as directed by the Departmental Representative.

1.11 FLAMMABLE AND
COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids governed by current National Fire Code of Canada and guided by the requirements established by the DND Fire Department.

1.11 FLAMMABLE AND
COMBUSTIBLE LIQUIDS
(Cont'd)

- .2 Keep flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use in quantities not exceeding 30 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 30 litres for work purposes requires permission of the DND Fire Department.
- .3 The Departmental Representative reserves the right to require removal from the site any storage containers not acceptable to the DND Fire Department.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .5 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat producing devices.
- .6 Do not use flammable liquids having flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable and combustible waste liquids, for disposal, in approved containers located in safe ventilated area. Keep quantities minimum and DND Fire Department is to be notified when disposal is required.

1.12 HAZARDOUS
SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, in accordance with National Fire Code of Canada, and measures prescribed by the DND Fire Department.
- .2 Obtain from DND Fire Department a "hot work" permit for work involving welding, burning or use of blowtorches and salamanders, in buildings or facilities.

1.12 HAZARDOUS
SUBSTANCES
(Cont'd)

- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for fire watch is at discretion of DND Fire Department. Contractors are responsible for providing fire watch service for work on scale established and in conjunction with DND Fire Department at pre-work meeting.
- .4 Provide ventilation where flammable liquids, such as lacquers or urethanes are used, eliminate sources of ignition. Inform DND Fire Department prior to and at cessation of such work.

1.13 FIRE INSPECTION

- .1 Coordinate site inspections by DND Fire Department through the Departmental Representative.
- .2 Allow DND Fire Department unrestricted access to work site.
- .3 Co-operate with DND Fire Department during routine fire safety inspection of work site.
- .4 Immediately remedy unsafe fire situations observed by DND Fire Department.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

PART 1 - GENERAL

1.1 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by the Departmental Representative. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Solid waste materials that are generated within Halifax Regional Municipality (HRM) and do not require specialized out of county disposal sites must be disposed of within the boundaries of the HRM at a licensed or approved facility as per bylaw S-600.
- .5 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.

- | | | |
|--|----|---|
| <u>1.2 FINAL CLEANING
(Cont'd)</u> | .2 | Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy. |
| | .3 | Inspect finishes, fitments and equipment and ensure specified workmanship and operation. |
| | .4 | Remove dirt and other disfiguration from exterior surfaces. |

PART 2 - PRODUCTS

- | | | |
|---------------------|----|-----------|
| <u>2.1 NOT USED</u> | .1 | Not used. |
|---------------------|----|-----------|

PART 3 - EXECUTION

- | | | |
|---------------------|----|-----------|
| <u>3.1 NOT USED</u> | .1 | Not used. |
|---------------------|----|-----------|

PART 1 - GENERAL

- | | | |
|--------------------|----|--|
| <u>1.1 RELATED</u> | .1 | Section 01 11 00 - General Instructions. |
|--------------------|----|--|
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- | | | |
|-----------------------|----|--|
| <u>1.2 REFERENCES</u> | .1 | Department of Justice Canada (JUS). |
| | .1 | Hazardous Product Act. |
| | .2 | Transport Canada. |
| | .1 | Transport of Dangerous Goods Act, 1992. |
| | .3 | Nova Scotia Department of Transportation and Infrastructure Renewal. |
| | .1 | Dangerous Goods Transportation Act, 1989. |
| | .4 | Canadian Standards Association (CSA). |
| | .1 | CSA B52, Mechanical Refrigeration Code. |
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- | | | |
|----------------------|----|---|
| <u>1.3 MATERIALS</u> | .1 | All replacement parts must be either new or tradeline factory reconditioned of the proper type, and size to provide dependable and efficient operation. |
|----------------------|----|---|
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- | | | |
|---------------------------|----|--|
| <u>1.4 SUBCONTRACTORS</u> | .1 | In the event that the Contractor utilizes a subcontractor, who must be approved by the Departmental Representative, such subcontractor must comply with all requirements of this specification, as if it was his/her Contract. |
| | .2 | No payment will be made by DND to/for any subcontractor. The Contractor will be responsible for all subcontractors hired by his/her company in reference to payments, etc. |
| | .3 | If a subcontractor is rejected by the Departmental Representative, such subcontractor must be replaced immediately to the satisfaction of the Departmental Representative. |
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1.5 ENVIRONMENTAL

- .1 All Work must be performed in accordance with latest CSA B52 Mechanical Refrigeration Code, Hazardous Products Act and the Provincial's Environmental Acts and Regulations.
- .2 No refrigerant will be:
 - .1 discharged to the atmosphere;
 - .2 used to flush or purge systems;
 - .3 used as a cleanser; and
 - .4 used for leak detection.
- .3 Contractor must have or have access to refrigerant reclamation unit and be trained in its use and operation.
- .4 No appliance is to be discarded while containing refrigerant or oil.
- .5 All accidental discharges must be reported to the Departmental Representative.
- .6 If equipment has had a loss of refrigerant, a leak test must be completed before system is made operational and a leak test notice has to be posted on the piece of equipment.

PART 2 - PRODUCTS

- | | | |
|---------------------|----|-----------|
| <u>2.1 NOT USED</u> | .1 | Not used. |
|---------------------|----|-----------|

PART 3 - EXECUTION

- | | | |
|---------------------|----|-----------|
| <u>3.1 NOT USED</u> | .1 | Not used. |
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ANNEX "B"

BASIS OF PAYMENT

Regular working hours: Monday to Friday, 0730-1600 hrs.

Outside regular working hours: Call out to the Contractor that occurs between 1600 and 0730 Monday to Friday, and between 1600 Friday and 0730 Monday, including holidays.

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. The estimated annual usage figures (C) are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.
3. Lowest overall evaluation price will be determined as follows $(C * D) + (C * E) + (C * F) + (C * G) + (C * H) = J$.

Table 1 – Pricing Table								
Column A	Column B Description	Column C Estimated Annual Usage	Column D Year 1 Pricing	Column E Year 2 Pricing	Column F Option Year 1 Pricing	Column G Option Year 2 Pricing	Column H Option Year 3 Pricing	Column J Extended Total
A.	Labour rates – Service calls during regular working hours. Includes travel time to and from the work site.							
.1	Journey person	150 hours	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
B.	Labour rates – Service calls outside regular working hours. Includes travel time to and from the work site.							
.1	Journey person	50 hours	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Grand extended total (for evaluation purposes only)								\$_____
Note: An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).								

Total bid price (Grand extended total)

\$_____

1. Table 2 is designed to allow the offeror to provide pricing for an apprentice worker if they choose to do so in accordance with Annex A Statement of Work. The proponent may provide a journeyperson and apprentice to complete the work at the provided labour rates.
2. Please note that the apprentice rate will not be incorporated into the financial evaluation of the proposal or the total bid price, and will have no impact on the overall evaluation or basis of selection.

Table 2 – Pricing Table – Apprentice (Not for Evaluation Purposes)								
Column A	Column B Description	Column C Estimate d Annual Usage	Column D Year 1 Pricing	Column E Year 2 Pricing	Column F Option Year 1 Pricing	Column G Option Year 2 Pricing	Column H Option Year 3 Pricing	Column J Extended Total
A.	Labour rates – Service calls during regular working hours. Includes travel time to and from the work site.							
.1	Apprentice	50 hours	\$____	\$____	\$____	\$____	\$____	\$____
B.	Labour rates – Service calls outside regular working hours. Includes travel time to and from the work site.							
.1	Apprentice	20 hours	\$____	\$____	\$____	\$____	\$____	\$____
Total (not for evaluation purposes)								\$____

☐

Please select this box if you do not provide apprentice workers

Contractor's Signature

Date

ANNEX “C”

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

INSURANCE REQUIREMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.
3. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
4. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "E"

INFORMATION FOR CODE OF CONDUCT CERTIFICATION

[PLEASE COMPLETE AND SUBMIT WITH BID]

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

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

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

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

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