

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
 PWGSC/TPSGC Acquisitions Bid Receiving
 Box/Boîte de Réception des Soumissions
 Bid Receiving Box/Boîte de Récepti
 1st Floor/1ière étage, Suite 1212
 100-1045 Main Street
 Moncton
 New Brunswick
 E1C 1H1
 Bid Fax: (506) 851-6759

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
 Acquisitions NB/PEI (Moncton Office) – Bureau
 d’acquisitions N.-B./Î.-P.-É. (Moncton)
 1045 Main Street / 1045, rue Main
 Moncton
 New Bruns
 E1C 1H1

Title - Sujet General Maintenance, Various Buildi General Maintenance, Various Buildings, 5 CDSB Gagetown and Training Area, NB	
Solicitation No. - N° de l'invitation W6898-220550/A	Date 2022-01-06
Client Reference No. - N° de référence du client W6898-220550	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-042-6123
File No. - N° de dossier MCT-1-44069 (042)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2022-02-01 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Stockman (MCT), Sonia	Buyer Id - Id de l'acheteur mct042
Telephone No. - N° de téléphone (506)961-7412 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d’offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

General Maintenance, Various Buildings, 5 CDSB Gagetown and Training Area, New Brunswick

IMPORTANT NOTICE TO OFFERORS

See recently adopted changes

SI09 COVID-19 Vaccination Requirement and Certification has been added

SC04 COVID-19 Vaccination Requirement Certification Compliance

APPENDIX 7 - COVID-19 Vaccination Requirement Certification has been added

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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).

LISTING OF SUBCONTRACTORS/SUPPLIERS

Take note that "Listing of Subcontractors and Suppliers" has been amended. See GI05 of the General Instructions.

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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;
 - 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 Offeror must submit the names of Subcontractors/Supplier for the part or parts of the Work listed. See ANNEX C. Failure to do so will result in the disqualification of its bid.

GI06 (2014-03-01) Submission of offer

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.
2. It is the Offeror's responsibility to:
 - a. submit an offer, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. In the case of submission by epost Connect, see instructions in GI06.2.ii below.
 - c. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
 - d. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Offer; and
 - e. provide a comprehensive and sufficiently detailed Offer that will permit a complete evaluation in accordance with the criteria set out in this RFSO.
 - f. send its Offer only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:
 - i. **HARD COPY Offer Submission**

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1
 - ii. **ELECTRONIC Offer Submission by epost Connect service**
 - a. Unless specified otherwise in the solicitation, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers 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 c., or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

- c. To submit an offer using epost Connect service, the Offeror must either:
 - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the offer solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

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- d. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror order to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- e. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Offeror using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- k. A offer transmitted by epost Connect service constitutes the formal offer of the Offeror.
3. The technical and price components of the offer must be submitted in separate sections as follows:
- a. The offer should be submitted following a "two-section" procedure of which is to include a technical and financial offer.
- b. The Technical Offer, and any associated document(s), should be provided in a separate section with the following information clearly provided:
- Section One - Technical Offer;
 - Solicitation Number; and
 - Name of Offeror.
- c. The Price Proposal Form and associated document(s), the Financial Offer, should be provided in a separate section with the following information clearly provided:
- Section Two - Financial Offer;
 - Solicitation Number; and
 - Name of Offeror.

4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. Offers and supporting information may be submitted in either English or French.
6. Unless otherwise specified in the Special Instructions to Offerors:
 - a. the offer shall be in Canadian currency; and
 - 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.

GI07 (2010-01-11) Revision of offer

1. An offer submitted in accordance with these instructions may be revised by letter, epost Connect 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;
 - 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 (2020-05-28) 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>.

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.
2. It is PWGSC's intention to authorize up to one (1) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$5,750,000.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$60,000.00 (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;

3. 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 (506) 851-6759

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 Sonia.stockman@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.
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 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 (506) 851-6759

SI07 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.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

SI08 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI09 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO (Appendix 8), to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

SI10 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.

SI11 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	(2017-11-28);	
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	R2850D	(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	R2880D	(2019-11-28);	
GC9 Contract Security	R2890D	(2018-06-21);	
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 (SOP)

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 from April 01, 2022 to March 31, 2024

SOP03 Call-up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$60,000.00 (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 Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829. See Annex D

SOP05 STANDING OFFER RESPONSIBLES

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

Standing Offer Contracting Authority is:

Name : Sonia Stockman

Title :Supply Officer

Department : Public Works and Government Services Canada

Division : Acquisitions

Telephone : 506-961-7412

e-mail : sonia.stockman@pwgsc-tpsgc.g.ca

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

Standing Offer Technical Authority is:

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 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no documents safeguarding security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

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.

SC04 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

SC05 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.

APPENDIX 1 - PRICE PROPOSAL FORM

BA01 IDENTIFICATION

General Maintenance, Various Buildings, 5 CDSB Gagetown and Training Area, New Brunswick

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name:					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

BA03 THE OFFER

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.

2. It is PWGSC's intention to authorize up to (1) Standing Offer from April 1, 2022 until March 31, 2022. The total dollar value of all Standing Offers is estimated to be (\$5,750,000.00) (GST or HST included). Individual call-ups will vary, up to a maximum of (\$60,000.00) (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.

BA04 OFFER VALIDITY PERIOD

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

BA05 SIGNATURE

--

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

--

Signature

--

Date

APPENDIX 1- PRICE PROPOSAL FORM-CONTINUED
BA03- THE OFFER

STANDING OFFER FROM APRIL 01, 2022 TO MARCH 31, 2024

Note: It is mandatory that the bidders submit firm rates for the Period of the Standing Offer Agreement for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal. **Zero dollars or "included" will not be considered a price. Bidders must provide individual prices for each item and or designation.** The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Total Price \$ ¢
1	Carpenter (Red Seal)	hour	40,000		
2	Labourer or 1st or 2nd year Carpenter Apprentice will be priced at 50% of the Carpenter rate stated above.	hour	25,000		
3	Carpenter Apprentice 3rd year will be priced at 60% of the Carpenter rate stated above.	hour	8,000		
4	Carpenter Apprentice 4th year will be priced at 75% of the Carpenter rate stated above.	hour	8,000		
5	Additional trades - Sub- contracts, Allowance (See 1.17.5 under Section 00 21 13 in the Specification).	allowance	1	\$1,500,000.00	
6	All product and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$1,200,000. The Contractor is to submit a percent of mark-up for tendering purposes: % Allowance + Mark-up = TOTAL	allowance	\$1,200,000	Mark-up in \$	Allowance + Mark-up = \$
7	Mini Excavator with Operator (minimum digging depth 2.7432m width heaped capacity with 0.092 m3 bucket).	hour	200		
8	Dump Truck with Operator (minimum size 1,000 kg with a hydraulic hoist.)	hour	3500		
9	Cat 2790 Tracked Skidsteer with Operator or equivalent with a flywheel power equal to 72.9 horsepower.	hour	1000		
10	JLG Telescopic Boom Lift, 60' with Operator, Large Platform, 4WD or equivalent.	hour	3500		
Total Estimated Amount used for Evaluation					

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Buyer ID - Id de l'acheteur
mct042

Client Ref. No. - N° de réf. du client
W6898-220550

File No. - N° du dossier
MCT-1-44069

CCC No./N° CCC - FMS No./N° VME

APPENDIX 3 - SCOPE OF WORK

See attached L-G2-9900-1862

APPENDIX 4 - TECHNICAL OFFER

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. The Offeror will be an established general contracting company with a minimum 5 years experience in new construction and building renovations. Proof of such must be provided to PWGSC within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
3. All contract trade work is to be performed by a provincial certified tradesperson by the New Brunswick Department of Post-Secondary Education, Training and Labour or in possession of a Red Seal Certificate by another Provincial Government. Proof of such license must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under the Agreement.
4. Equipment and operators will be licensed in accordance with regulations of the Province of New Brunswick. Proof of such licenses must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under this Agreement.
5. Within seven (7) days and prior to award, the Offeror may be required to provide an equipment list which will include year, make and model. This equipment is subject to inspection by the Department of National Defence (DND).
6. Proof of liability insurance for a minimum amount of five million (\$5,000,000) as specified

APPENDIX 5 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

(a) 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 Offers will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all items in the Price Proposal Form, or their bid may be considered non-responsive.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

APPENDIX 6 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.*

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:

APPENDIX 7 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all personnel that
_____ (name of business) will provide on call-up(s) issued against the Standing
Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come
into contact with public servants will be:
(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited
grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures
that have been presented to and approved by Canada;
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier
Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination
requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the
_____ (name of business) has certified to their compliance with this
requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of
the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are
subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a
certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-
up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with
any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for
employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19
Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy
Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a
complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights
also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require
access to federal government workplaces where they may come into contact with public servants.

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mct042

Client Ref. No. - N° de réf. du client
W6898-220550

File No. - N° du dossier
MCT-1-44069

CCC No./N° CCC - FMS No./N° VME

ANNEX A - CERTIFICATE OF INSURANCE (NOT REQUIRED AT SOLICITATION CLOSING)
CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured				
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

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

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

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.

BUILDER'S RISK / INSTALLATION FLOATER

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

(This report is not required at Offer deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Call-up, whichever comes first, to the Contracting Authority.

Number of apprentices hired	Trade

ANNEX C - LISTING OF SUBCONTRACTORS/SUPPLIERS (COULD BE ASKED FOR ON INDIVIDUAL CALL-UPS)

On request from the Project Manager, to be submitted on call-ups

The Offeror must submit the list of Subcontractors/Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work, it must also be indicated in the table below.

	Subcontractor/Supplier	Division
1		
2		
3		
4		

Solicitation No. - N° de l'invitation
W6898-220550/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
mct042

Client Ref. No. - N° de réf. du client
W6898-220550

File No. - N° du dossier
MCT-1-44069

CCC No./N° CCC - FMS No./N° VME

ANNEX D – FORM 2829 SAMPLE



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE

In accordance with
STANDING OFFER NO.

Conformément à
l'OFFRE PERMANENTE N°

Call-up no. - N° de commande

Dated
and the terms and conditions therein, you are
requested to carry out the work described below.

en date du
et les modalités qui y sont énumérées, vous êtes prié
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à
Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.	
Location of work - Endroit des travaux		Call-up cost, GST extra - Coût de la commande, TPS en plus

Work description - Description des travaux
<div style="border: 2px solid red; padding: 20px; text-align: center;"><h2>SAMPLE ONLY ÉCHANTILLON SEULEMENT</h2></div>

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
Signature	Date

Departmental Representative - Représentant du ministère	
Signature	Date

PWGSC-TPSGC 2829 (03/2006)



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

SPECIFICATION

**STANDING OFFER AGREEMENT
GENERAL MAINTENANCE
VARIOUS BUILDINGS
5 CDSB GAGETOWN AND TRAINING AREA
01 APRIL 2022 TO 31 MARCH 2024**

Alan Bender
Designed by

[Signature]
Fire Inspector

Alan Bender
Project O

[Signature]
Engineering O

PF No:
Job No: L-G2-9900/1862

Date: 2021-04-27

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<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	6
01 35 35	DND Fire Safety Requirements	3
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END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to provide Structural and support Maintenance at 5 CDSB Gagetown when requested on Form CF 942, Call-Up Against A Standing Offer, and as specified herein.
- .2 All deliverables associated with this contract 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.

1.02 DURATION OF CONTRACT

- .1 This Standing Offer Agreement will extend from 01 April 2022 to 31 March 2024.

1.03 QUALIFICATIONS

- .1 All contract trade work must be performed by a provincial certified tradesperson by the New Brunswick Department of Post-Secondary Education, Training and Labour or in possession of a Red Seal Certificate by another Provincial Government.
- .2 All Apprentice's will be supervised by a provincial certified trade person in the appropriate trade field and must be indentured by the Department of Post-Secondary Education Training and Labor in the Province of New Brunswick. Ratio will be one (1) journeyman to maximum two (2) apprentices.
- .3 The Contractor must be an established general contracting company with a minimum of five years experience in new construction and building renovations.

1.04 ENGINEER

- .1 The Engineer as defined and stated in this specification will be the Officer Commanding of Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
 - Contracts Office
 - Real Property Operations
 - Detachment (Gagetown)
 - Building B18
 - 238 Champlain Avenue
 - P.O. Box 17000 Station Forces
 - Oromocto, N.B. E2V 4J5
 - Tel. (506) 422-2677
 - Fax (506) 422-1248

1.05 DOCUMENTS REQUIRED

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

1.06 CONTRACTOR'S USE OF SITE

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Training area pass for personnel and vehicles for work in Training Area will be issued by Range Control, building K-69.
- .4 Do not unreasonably encumber the site with materials or equipment.

1.07 POWER AND WATER

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with latest Canadian Electrical Code.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.08 ACCEPTABILITY OF MATERIAL

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will provide copies of all warranties and manufacturer's instructions as requested by the Engineer.
- .4 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.
- .5 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .6 All replaced parts and materials not under warranty, whether serviceable or unserviceable, will be returned to the Engineer for inspection on

completion of the work.

- .7 All manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as specified by the manufacturer.
- .8 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.09 GUARANTEE

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

1.10 CODES AND STANDARDS

- .1 Perform work and enforce safety measures in accordance with the Canadian Electrical Code latest edition; Canada Labour Code Part II; and the National Building Code of Canada latest Edition.
- .2 Contractor must be registered with WorkSafeNB.
- .3 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will provide a copy of their Confined Space Certification to the Engineer, upon request.
- .4 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .5 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.11 OVERLOADING

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

1.12 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 There will be **NO** areas supplied to erect any temporary structures, storage of materials or site trailers.
- .3 The Contractor will be responsible to transport on a daily basis all workers and equipment to the site. **NO** Contractor equipment will be stored at

5 CDSB Gagetown.

1.13 CONNECTING TO EXISTING WORK

- .1 Execute cutting, fitting and patching required to make work fit properly.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

1.14 VEHICLE EQUIPMENT AND REGULATION

- .1 All equipment and operators will be licensed and vehicles will have a valid motor vehicle inspection in accordance with regulations of the Province of New Brunswick.
- .2 Contractor vehicles will be of adequate size to perform daily operations including hauling of materials and tools to each jobsite. Vehicles will also have the Company Logo attached minimum one per side.
- .3 Contractor to ensure adherence by their personnel to DND Regulations pertaining to traffic control, parking and speed limits.

1.15 TOOLS AND EQUIPMENT

- .1 The Contractor is required to supply all basic personal tools and construction equipment. The Contractor will receive authorization from the Engineer before any tools or equipment will be rented.

1.16 WORK REQUISITION

- .1 The work to be performed on Form CF 942, Call-Up Against a Standing Offer, when ordered by the Engineer is as follows:
 - .1 The Contractor will provide service when requested by the Engineer, during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours, including Saturday, Sunday and Holidays.
 - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
 - .3 The Contractor, upon receipt of a Standing Offer, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
 - .4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 2 hours on emergency service calls.
 - .5 When service is required, the Engineer will notify the Contractor and detail the job. When requested, a written estimate at no cost to DND, will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on CF 942 form, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer's or his Representative. One copy of this form will be given to the Contractor.

- .6 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/signout sheet available for the Contractor.
- .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of worksite, hours worked for each employee and materials used in the completion of the work and any recommendations for further work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
- .8 The Contractor is to return one copy of the signed requisition that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF 942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF 942.
- .9 The Contractor will submit invoices for payment to the Engineer within 15 days of completion of each CF942, Call-Up Against a Standing Offer.

1.17 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit an hourly rate and material mark up for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation and profit. Rates submitted will be for time on the job site. Travel time to and from the contractors base of operation will not be charged but will be included in the rates provided.
- .3 Estimated quantities as per Annex A:
 - .1 Carpenter;
 - .2 Labourer or 1st and 2nd year Carpenter Apprentice will be priced at 50% of the Carpenter rate stated above;
 - .3 3rd year Carpenter Apprentice will be priced at 60% of the Carpenter rate stated above; and
 - .4 4th year Carpenter Apprentice will be priced at 75% of the Carpenter rate stated above.
- .4 The above listed Labourer and Apprentices must at all times be supervised by a licensed Carpenter while on DND Property, at a ratio of one(1) Journeyman to two(2) maximum apprentices.
- .5 When a requirement for a trade not listed above in the estimated quantities, the Engineer upon review with the Contractor authorize a sub-contract for

this work. Trades may include but not limited to Electrician, Plumber, Painter, Welder, Locksmith, Overhead Door Mechanic, Flooring, Roofers, etc. When invoicing the contractor will submit to the Engineer a copy of the sub-contractor's invoice plus a 10% mark-up. Sub-contractors to supply estimate before work is to be started.

- .6 All material other than materials captured in 1.17.5 above will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material.
- .7 The Contractor will be required to provide Equipment with Operator to carry out minor excavation work as and when requested on a Form CF 942.
- .8 Estimated quantities for Equipment with Operator as per Annex A:
 - . 1 1 X Mini-excavator with Operator (minimum digging depth 2.7432m width heaped capacity 0.092m³ bucket);
 - .2 1 X Dump Truck with Operator (minimum size 1,000 kg with a hydraulic hoist);
 - . 3 1 X Cat 2790 Tracked Skidsteer or equivalent with Operator with a flywheel power equal to 72.9 horsepower;
 - .4 JLG Telescopic Boom Lift 60', Large Platform 4WD with Operator or equivalent; and
 - .5 Fuel will be covered in the price per hour.
- .9 Mobilization of equipment to and from worksite will be at the Contractor's expense.
- .10 DND will not be responsible for any cost for delivery of materials or pick-up of refuge unless approved with the Engineer.
- .11 The above quantities for trades and equipment with operators may increase or decrease and are to be used by the Contractor as a guide. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .12 Time charged and contract price of materials, if any, used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.

1.18 WORKMANSHIP

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

1.19 SETTING OF THE WORK

- .1 Engineer will set stakes to define location, alignment and elevation of work.
- .2 Engineer is responsible for obtaining all digging permits.

1.20 DAMAGE TO FACILITY

- .1 The Contractor will take all necessary precautions to protect and prevent

damage to all property and installations. Damage caused by the Contractor will be made good without undue delay, to the complete satisfaction of the Engineer.

1.21 CLEAN UP

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

1.22 CONTRACTOR PASSES

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

1.23 SECURITY CLEARANCE

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.

1.24 SITE SUPERVISION

- .1 Provide per non sub-contractor job sites, a full time working experienced and competent Carpenter supervisor as identified in Section 00 21 13 Sub-Section 1.3.1.
- .2 Provide a non-working full time experienced and licensed carpenter supervisor to oversee all trades to include sub-trades, with the authority to speak on behalf of the Contractor on day to day routine matters at no cost to DND.

END OF SECTION

1 GENERAL

1.01 DEFINITIONS

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is:
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace;
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work; and
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment.
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

1.02 SUBMITTAL

- .1 Make submittals in accordance with Section 01 21 13.
- .2 Submit Health and Safety Plan prior to commencement of Work.
 - .1 Submit within 7 work days of notification of Bid Acceptance. Allow for 5-10 days for Department review and recommendations prior to the commencement of work. Provide 3 copies.
 - .2 Departmental Representative will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within 5 work days after receipt of comments.
 - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
 - .5 Submit revisions and updates made to the Plan during the course of Work.
- .3 Submit name of designated Health and Safety Site Representative and support documentation specified in the Safety Plan.
- .4 Submit building permit, compliance certificates and other permits obtained.
- .5 Submit copy of Letter in Good Standing from WorkSafeNB or other Department of Labour organization.

- .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .6 Submit copies of reports or directions issued by Federal and Provincial health and safety inspectors.
- .7 Submit copies of incident reports.
- .8 Submit WHMIS MSDS - Material Safety Data Sheets.

1.03 COMPLIANCE REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at:
[www.http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html](http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html).
 - .2 Canadian Occupational Health and Safety Regulations can be viewed at: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>.
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9
Tel: 819-956-4800 or 1-800-635-7943 Publication No. L31-85/2000 (E or F).
- .3 Canadian Standards Association (CSA):
 - .1 CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
 - .2 Observe construction safety measures of:
 - .1 NBC 2010, Division B, Part 8.
 - .2 Municipal by-laws and ordinances.
 - .3 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
 - .4 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.

1.04 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as

all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.

- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 5 CDSB Gagetown, Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to worn at all times.

1.05 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.06 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.07 HAZARD ASSESSMENTS

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, [including when new trades and subcontractors arrive on site].
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.

1.08 SAFETY SUPERVISION

- .1 Employ at no cost to DND a Health & Safety Site Representative responsible for daily supervision of health and safety of the work.
- .2 Health & Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety.
- .3 Health & Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
- .4 All supervisory personnel assigned to the Work shall also be competent persons.
- .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.

1.09 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

1.10 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.

1.11 HAZARDOUS PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to Departmental Representative.
- .3 For interior work in an occupied Facility, post additional copy in one or more publically accessible locations.

1.12 POWDER ACTUATED DEVICES

- .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.

1.13 CONFINED SPACES

- .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- .2 Obtain an Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.
 - .1 Obtain permit from Engineer.
 - .2 Keep copy of permit issued.
- .3 Safety for Inspectors:
 - .1 Provide PPE and training to Departmental Representative and other persons who require entry into confined space to perform inspections.

- .4 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.

1.14 SITE RECORDS

- .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.

1.15 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
 - .1 Site specific Health and Safety Plan.
 - .2 WHMIS data sheets.

END OF SECTION

1 GENERAL

1.01 DEFINITIONS

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is:
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace;
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work; and
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment.
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

1.02 SUBMITTAL

- .1 Make submittals in accordance with Section 01 21 13.
- .2 Submit Health and Safety Plan prior to commencement of Work.
 - .1 Submit within 7 work days of notification of Bid Acceptance. Allow for 5-10 days for Department review and recommendations prior to the commencement of work. Provide 3 copies.
 - .2 Departmental Representative will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within 5 work days after receipt of comments.
 - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
 - .5 Submit revisions and updates made to the Plan during the course of Work.
- .3 Submit name of designated Health and Safety Site Representative and support documentation specified in the Safety Plan.
- .4 Submit building permit, compliance certificates and other permits obtained.
- .5 Submit copy of Letter in Good Standing from WorkSafeNB or other Department of Labour organization.

- .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .6 Submit copies of reports or directions issued by Federal and Provincial health and safety inspectors.
- .7 Submit copies of incident reports.
- .8 Submit WHMIS MSDS - Material Safety Data Sheets.

1.03 COMPLIANCE REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at:
[www.http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html](http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html).
 - .2 Canadian Occupational Health and Safety Regulations can be viewed at: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>.
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9
Tel: 819-956-4800 or 1-800-635-7943 Publication No. L31-85/2000 (E or F).
- .3 Canadian Standards Association (CSA):
 - .1 CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
 - .2 Observe construction safety measures of:
 - .1 NBC 2010, Division B, Part 8.
 - .2 Municipal by-laws and ordinances.
 - .3 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
 - .4 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.

1.04 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as

all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.

- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 5 CDSB Gagetown, Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to worn at all times.

1.05 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.06 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.07 HAZARD ASSESSMENTS

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, [including when new trades and subcontractors arrive on site].
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.

1.08 SAFETY SUPERVISION

- .1 Employ at no cost to DND a Health & Safety Site Representative responsible for daily supervision of health and safety of the work.
- .2 Health & Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety.
- .3 Health & Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
- .4 All supervisory personnel assigned to the Work shall also be competent persons.
- .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.

1.09 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

1.10 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.

1.11 HAZARDOUS PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to Departmental Representative.
- .3 For interior work in an occupied Facility, post additional copy in one or more publically accessible locations.

1.12 POWDER ACTUATED DEVICES

- .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.

1.13 CONFINED SPACES

- .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- .2 Obtain an Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.
 - .1 Obtain permit from Engineer.
 - .2 Keep copy of permit issued.
- .3 Safety for Inspectors:
 - .1 Provide PPE and training to Departmental Representative and other persons who require entry into confined space to perform inspections.

- .4 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.

1.14 SITE RECORDS

- .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.

1.15 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
 - .1 Site specific Health and Safety Plan.
 - .2 WHMIS data sheets.

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

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

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

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

1.03 FIRE EXTINGUISHERS

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

1.04 BLOCKAGE OF ROADWAYS

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

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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

1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 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 the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.09 QUESTIONS AND/OR CLARIFICATION

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

1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

1.01 GENERAL

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

1.02 FIRES

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

1.03 DISPOSAL OF WASTES

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

1.04 SPILL PROTECTION

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

END OF SECTION