



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Mechanical Maintenance and Repair Services at Canso Canal, Nova Scotia (NS)		Date September 7, 2022
Solicitation No. – N° de l'invitation 30001218a		
Client Reference No. - No. de référence du client 30001218		
Solicitation Closes – L'invitation prend fin At /à : 14:00 ADT ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : September 28, 2022		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

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This bid solicitation cancels and supersedes previous bid solicitation number 30001218 dated July 8, 2022 with a closing of August 23, 2022 at 14:00 ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment and any other annexes

1.2 Summary

1.2.1 The objective of this Standing Offer Agreement (SOA) is to provide and perform Contractor mechanical maintenance and repair works/services at Canso Canal, NS, that includes but shall not be limited to the provision of all labour, equipment, tools, material, transportation to do the work required. Also requires necessary supervision to provide inspection services, repairs, maintenance, upgrades and new installation of mechanical equipment and components of the site, as requested on Call up form. Requisition: Call up Against a Standing Offer, as directed by the Project Authority and specified herein. Our intent of this Request for Standing Offer (RFSO) is to award only one (1) Standing Offer (SO).

Standing Offer Agreement (SOA) Period

Standing Offer Award through to March 31, 2027

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

The scope of work shall include the provisions of all related/associated resources to perform mechanical maintenance and repairs under this Standing Offer Agreement (SOA) for Canso Canal, NS site to include, but shall not be limited to all labour, materials/components/items, equipment, tools, testing, inspection, permits, certificates, licences. All required associated works/services training, and all other required resources and documentation to perform the required works/services under this SOA or as per drawings/designs, details, specifications, statement of work, construction notes, or any other related documents to perform Mechanical Maintenance and repairs tasks/works/services pertaining to Canso Canal in the province of Nova Scotia.

1.3 Security Requirements

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

1.4 Debriefings

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

1.5 Optional Site Visit

1. It is recommended that the Bidder or a representative of the Bidder visit the work site. An Optional Site Visit will be held on **September 21, 2022 at 11:00am** at the Canso Canal, 11 Highway 104, Port Hastings, NS, B9A 1M4.
2. **Bidders must communicate with the Contracting Officer no later than September 19, 2022 @ 2 pm to confirm attendance and provide the following information:**
 - a. Business name
 - b. Business address
 - c. Business phone number
 - d. Bidder's representative name(s), with email address and phone number
3. Bidders who do not confirm attendance and who do not provide the above information will not be allowed access to the site. No alternative appointment will be given to bidders who do not attend or do not send a representative. The representative of the bidder may be requested to sign the Site Visit Attendance Sheet at the site visit. Bidders who do not participate in the visit will not be precluded from submitting a bid.
4. Bidders must note that **all questions must be sent, by email, to the attention of the Contracting Officer**. DFO delegate(s) on site are not authorized to take and/or respond to any questions received from potential bidders on site visits. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) ([2022-03-29](#)) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to the Department of Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 14 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province

or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy);
- Section II: Financial Offer (1 soft copy);
- Section III: Certifications (1 soft copy).

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Emails with links to bid documents will not be accepted.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D for details

4.1.1.2 Point Rated Technical Criteria

Refer to Annex D for details

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

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

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.
2. Bids not meeting (a), (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Integrity Provisions – Required Documentation

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

5.1.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.1.4 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.1.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.1.6 Experience and Education

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

5.1.7 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

5.1.8 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.1.9 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- Direct Deposit (Domestic and International);

5.1.10 List of Proposed Subcontractors

M7035T (2013-07-10), List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

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

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from standing offer award to March 31, 2027.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Fisheries and Oceans Canada
Procurement Hub - Fredericton
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

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

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

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

7.5.3 Offeror's Representative *(to be provided on standing offer award)*

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

Telephone : ____ ____ _____
Facsimile: ____ ____ _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be provided on standing offer award)*.

7.8 Call-up Procedures

One Standing Offer:

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer for goods will not exceed \$ 25,000.00 (Applicable Taxes included)

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,000,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2022-01-28\)](#), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual Clauses

7.13.2.1 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16) Education and Experience

7.13.2.2 Status and Availability of Resources

SACC Manual clause [M3020C](#) (2016-01-28) Status and Availability of Resources

7.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1B Statement of Work

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

7.2B Standard Clauses and Conditions

7.2.1B General Conditions

[2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3B Term of Contract

7.3.1B Period of the Contract

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

7.3.2B Delivery Date

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

7.4B Proactive Disclosure of Contracts with Former Public Servants

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

7.5B Payment

7.5.1B Basis of Payment

The Contractor will be paid firm unit prices stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

7.5.2B Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or

- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3B Method of Payment

One of the following methods of payment will be noted on any resulting call-ups

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

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

OR

2. SACC Manual clause H1008C (2008-05-12), Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4B Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6B Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded to the following email address:
DFO.invoicing-facturation.MPO@canada.ca
AP Coder - (name to be provided at contract award)

7.7B Insurance – Specific Requirements – G1001C

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

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

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

7.8B Clauses du *Guide des CCUA* - tous les domaines

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

7.9B Dispute Resolution

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

7.10B Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

ANNEX "A" STATEMENT OF WORK

1.0 Title

Mechanical Maintenance and Repair Services at Canso Canal, Nova Scotia (NS)

2.0 Background Statement

One of Real Property Safety and Security (RPSS) mandates is to provide essential maintenance services for Department of Fisheries and Oceans (DFO) real property assets. Many of the sites/facilities within the RPSS NS Gulf Region are operational sites that provide yearly or seasonal emergency/critical response services to the Canadian public; therefore the complex variety of maintenance, repairs, small construction/renovations, and management tasks are to be considered critical to this site working environments that require continuous professional support for such site works/services. The Canso Canal was constructed in 1953. It's a man-made waterway connecting two bodies of water, (Atlantic Ocean and the Gulf of St. Lawrence) through the Strait of Canso, with the adjacent Canso Causeway linking Cape Breton to mainland Nova Scotia. It's a navigational shortcut for fishers, sailors, coastal freighters and oil tankers. The canal is operated by Canadian Coast Guard (CCG) Maritimes Region, an agency of the Department of Fisheries and Oceans (DFO).

3.0 Objective

The objective of this SOA is to provide and perform Contractor mechanical maintenance and repairs works/services at Canso Canal, NS, that includes but shall not be limited to the provision of all labour, equipment, tools, material, transportation to do the work required. Also requires necessary supervision to provide inspection services, repairs, maintenance, upgrades and new installation of mechanical equipment and components of the site, as requested on Call up form. Requisition: Call up Against a Standing Offer, as directed by the Project Authority and specified herein.

4.0 Standing Offer Agreement (SOA) Period

Standing Offer Award through to March 31, 2027

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

5.0 Scope of Work

The scope of work shall include the provisions of all related/associated resources to perform mechanical maintenance and repairs under this Standing Offer Agreement (SOA) for Canso Canal, NS site to include, but shall not be limited to all labour, materials/components/items, equipment, tools, testing, inspection, permits, certificates, licences. All required associated works/services training, and all other required resources and documentation to perform the required works/services under this SOA or as per drawings/designs, details, specifications, statement of work, construction notes, or any other related documents to perform Mechanical Maintenance and repairs tasks/works/services pertaining to Canso Canal in the province of Nova Scotia.

More details of the Scope of Work may be found in Annex "A1 to A5" below.

6.0 Departmental Support

The Project Authority will be available to assist in coordinating activities as well as providing leadership and access to data collected from the field throughout the duration of this SOA.

7.0 Progress Meetings

The Contractor's resources must attend progress meetings as identified and required by the Project Authority, throughout the duration of the SOA.

8.0 Location of Work

Work will be at Canso Canal, Nova Scotia as indicated in Annex "A1" Facilities Description and Definitions.

9.0 Language requirements

The Contractor's resources must have an advanced proficiency level in English, in the written, verbal and comprehension areas as described in the table below.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations.	A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations.	A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas.	A person writing at this level can: deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can: understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material.	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

10.0 Travel and Living

The Crown will not reimburse the Contractor or subcontractors for any travel and/or living expenses as part of this Contract.

The following Sections are associated to the Annex “A” Statement of Work

ANNEX “A1” - “Facilities Description and Definitions”

ANNEX “A2” - “Safety Requirements”

ANNEX “A3” - “Environmental Protection”

ANNEX “A4” - “Trade Requirements”

ANNEX “A5” - “Special Requirements”

ANNEX "A1" - FACILITY DESCRIPTION AND DEFINITIONS

The DFO RPSS Gulf Region has various sites/locations within the province of NS which includes Canso Canal in Nova Scotia.

A1-1.0 Site Facility and work

.1 Work at Canso Canal – Port Hastings, NS; it is the responsibility of the Bidders' to perform ironwork, welding, millwright on and/or for components assets of the canal and all other information/data required to provide and perform all SOA works/services at the request of the Project Authority. There might if required, a need of subcontracting depending of the work to be done.

See section S1-3.1 Works/Services Included

A1-2.0 DEFINITIONS

Call up Call Up Against a Standing Offer Agreement

Add Make an addition to.

Adjust Bring components to a more effective relative position.

Assemble To take apart and put together again.

Breakdown Maintenance To perform repairs to damaged equipment due to failures.

Check/Inspect View closely for dirt, foreign substance, lack of lubricants, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings; and as defined as per manufacture requirements/specifications. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency.

Clean Scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matters.

Client DFO RPSS Gulf Region.

Contract Authority Contract Officer with the Procurement Hub.

Director of Operations DFO Director of RPSS Gulf Region.

DFO Fisheries and Oceans Canada

Energy Source Any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers.

Facility Building or infrastructure associated with Canso Canal, NS

HASP Health and Safety Plan.

Hot Work Hot Work includes any welding, cutting of material by use of a torch or other open flame devices and grinding which produces sparks.

Infrastructure The physical and organizational structures and facilities including, but not limited to site systems/equipment, site utilities, buildings, building systems/equipment, standalone systems/equipment, and any other items related to the site or operational requirements.

Instruct Inform Project Authority of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures.

Isolate To physically prevent the transmission or release of an energy source to machinery or equipment.

Lubricate Apply oil or grease to joints between moving parts and joints between fixed and moving parts.

Measure To determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instruments approved by overload manufacturers.

Normal Working Hours Normal Working Hours/Work Day consists day work Monday to Friday with weekends and statutory holidays excluded; each normal work day will correspond to the daily operational hours of the site or sites the Contractor works/services are being performed. The normal work day for Canso Canal site is between 0730 to 1600 hrs. The Project Authority will provide clarification on the operational hours, as site operational hours may change throughout the year due to operational requirements; the RPSS Gulf Region reserves the right to change the Contractor daily hours period and has the final authority throughout the duration of the contract including all option years.

Overtime Hours Overtime hours are defined as the portion of any shift lasting longer than 8 (eight) hours, or any call-out to perform works/services after the Project Authority allocated normal working hours shift period, during weekends, or on a statutory holiday. All overtime shall be approved in advance by the Project Authority.

Paint Clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturers for applicable surface and use.

PO Purchase Order

Predictive Maintenance To perform required repairs that has been declared in advance, on the basis of observation, experience and/or scientific reasons.

Preventative Maintenance To inspect, test and recondition a system, in order to prevent failures, at regularly scheduled intervals in accordance with specific instructions.

Project Authority The Project Authority (PA) includes the DFO RPSS Gulf Region Project Authority or their representative that is the representative of the department or agency for whom the work is being carried out under this SOA and is responsible for all matters concerning the technical content of the work under this SOA.

Prove Operate and determine if operation produces intended response.

Remove Take off or away from.

Repack Fill with packing again.

Repair Restoring to a sound state, back into good condition something that is damaged, broken, or not working correctly.

Replace Restore by removing old components and replacing with new components.

Report To Project Authority and include in each work report, results of inspection and proving, note problems encountered, services required services performed and reading taken (reports must be digital submittals).

RP Real Property

RPSS Real Property, Safety and Security

Site Works/Services All site works and services include, but shall not be limited to the furnishing of all labour, materials/components/items, equipment, tools, testing, inspection, permits, certificates, licences, all required associated works/services training, and all other required resources and documentation to perform the required works/services required to complete all associated to perform measurements, repair and build mechanical components, ironwork, welding, millwright on and/or for components of assets at the canal and all other information/data required to provide and perform all SOA works/services at the request of the Project Authority.

SOA Standing Offer Agreement for services on a call up basis; a call up for services based on an as and when services are required.

Shut Down Take out of services.

Start Up Return to service.

Tighten Securely fix in place.

Torque A predetermined amount of force (work measured in newton metres) determined by a manufacturer and executed with the use of a torque wrench to turn a nut on a bolt, relating to specific equipment or system.

Treat Act upon with agent.

WHMIS Workplace Hazardous Materials Information System.

Workers' Compensation Workers' Compensation Board of Nova Scotia.

A1-3.0 Works/Services Included

.1 The Contractor must be able to provide Ironwork and Welding Services upon request. The Mechanical Contractor will also supply and install as needed, pipe, pipe fittings, pumps, steel, stainless steel, galvanization and welding services. The Contractor shall supply tools, specialized equipment, necessary consumables to complete the required work. A Nova Scotia Ironworker License is imperative to perform all related ironwork and welding services.

.2 The Contractor must be able to provide Mechanical Services, install, repair and/or install new parts such as motors, gearboxes and mechanical systems of Canso Canal. The Contractor shall supply tools, specialized equipment to complete the required work. A Nova Scotia Industrial Mechanic (Millwright) license is imperative to perform all related mechanical services.

.3 The Contractor must provide, when needed, General Labourers - includes, but shall not be limited to interior and exterior works/services' this will include trade helpers.

.4 When there is a requirement for a trade such as Machinist, Control Technician, Electrician or other not listed in this SOA, the Project Authority will review the work with the Contractor and authorize a mutually acceptable subcontractor. For invoicing purposes, the Contractor will include with their invoice a copy of the subcontractors invoice for time and materials, plus a 15% markup on the cost before taxes. Workers for other trades need to provide competence licence of their trade and supply tools, specialized equipment to complete the required work.

A1-4.0 Work Excluded

.1 Maintenance and repairs on building envelope of buildings on the site, Carpenter's work, HVAC systems.

A1-5.0 Estimates

.1 When requested by Project Authority, the Contractor must provide, at no extra cost to the client department, a written estimate for work that it may be asked to complete. The Contractor must quote an hourly rate or per-item cost based on the requirements indicated in writing by the Project Authority. The Contractor may be asked to provide detailed estimates in hours per trades.

.2 Following submission of the estimate to the Project Authority, and following acceptance in writing by the latter, the Contractor must fully carry out the required work at a cost not exceeding the cost quoted in the estimate. During the work required, if it is expected to have additional costs, the Contractor shall contact

immediately the Project Authority with detailed explanation and expected cost increases. Only with a written approval of the projected increased cost, the contractor should proceed with the work.

A1-6.0 Use of Site

- .1 Work site access will be as directed by the Project Authority.
- .2 Movement around the site is subject to restrictions laid down by the Project Authority.
- .3 The Contractor shall be limited to areas of work and storage; such areas shall be clarified and approved by the Project Authority.
- .4 The Contractor is responsible for ensuring their works/services including materials, tools, personnel, and job resources do not unreasonably encumber site and Canal operations including interior and exterior work areas.
- .5 The Contractor is responsible for ensuring stored products or equipment do not interfere interior and exterior site operations and works/services of others on site contractors and Canal operations. Location of stored products or equipment shall be directed by on-site Canso Canal Operations personnel.
- .6 The Contractor is responsible for ensuring the site works/services do not interfere or impede with building and/or staff operations; the Contractor must receive Call Up Against a Standing Offer Agreement form prior to start of any site works/services; unless such site works/services are considered an emergency. See the definition that constitutes an emergency and the requirements including contractor requirements under title "Emergency and Service Call Up".
- .7 The Contractor must request the usage of basic site utilities, unless the Project Authority deems such usage is above the basic usage of utilities that may or may not increase site utility fees/costs to the crown.
- .8 The use of site sanitary facilities must be approved by the Project Authority.
- .9 The Contractor and Subcontractors shall abide by the Canso Canal Site Specific instructions for the use of the site and site requirements.

A1-7.0 Emergency and Service Call Up

- .1 The Contractor shall maintain and provide DFO-RPSS Gulf Region with current office phone, mobile phone, pager numbers as well as e-mail address to be able to provide response to requests for service from the Project Authority on a twenty-four (24) hour, seven (7) days per week basis. The following Work Priorities and Response Times shall apply:
 - .1 **Emergencies** - A priority of 'Emergency is defined as a deficiency of breakdown that required immediate attention to reduce the potential for danger to occupants, the general public, the environment, the facility and or canal operations. Maintenance identified with this priority must be responded to immediately and must be reported without delay to designated manager.

Standard Response Times within 1 hr.

- .2 **Urgent** - A priority of 'Urgent' is defined as a deficiency or breakdown that requires same day attention to reduce the potential for danger to occupants, the general public, the environment, the facility and or canal operations

Standard Response Times within 4 hrs.

- .3 **Routine** - A priority of 'Routine is defined as essential maintenance requirements which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment, the facility and or canal operations

Standard Response Times within 24 hrs.

- .4 **Low Priority** - Low priority work includes deficiencies that are similar to those considered as routine, but are of a less important nature. They are deficiencies that do not pose any immediate risk to the facility, its systems, its equipment, its occupants or canal operations.

Standard Response Times within 48 hrs.

A1-8.0 Contractor's Responsibilities

- .1 The Contractor requires a Call Up Against a Standing Offer Agreement document for this SOA that is signed by the Project Authority prior to responding and performing any site works/services/ inspections/testing.
- .2 The Contractor will advise the Project Authority of the telephone number(s) at which the Contractor representative can be contacted on a twenty-four (24) hour, seven (7) days per week basis during regular working hours and for after hour call-outs including emergencies.
- .3 The Contractor is responsible for ensuring all employees and subcontractor's employees report to the person in charge on the site prior to starting interior or exterior works and shall provide to Project Authority sign In/Out; the Contractor employees shall sign out prior to leaving the job site. All Contractor employees must sign out when leaving the site for any reason (i.e. leave the site to pick up a part/tool/work-related item) in case there is an emergency (i.e. a site fire) in their absence; thus allowing each person on the site to be accounted for; on their return shall sign in.
- .4 The Contractor, when requested by the Project Authority for an emergency service, will proceed to the site, repair to working order, protect the system or equipment and surrounding area from further damage, and ensure the area is safe. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed account of the emergency, the extent of damages, and method of additional required repairs; the Contractor will provide a detailed estimate of additional required repairs if such repairs are within this SOA requirements.
- .5 The work covered by this SOA may include a planned shutdown schedule for maintenance works/services, repairs, inspections, and/or testing. All related shutdown works/services shall be provided by email to the Project Authority as Log In/Out report; where there are multiple personnel and trades the Contractor shall attach a daily timesheet to the daily report that will account for each employee name, their position/trade, time in, time out, and the total pre-approved daily hours worked; these Contractor completed daily sheets will be given to the Project Authority at the conclusion of the shutdown - during the final inspection. The Project Authority has the right to implement a scheduled shutdown schedule at any time during this SOA period including all the option years of this SOA.
- .6 Prior to the start of works/services in relation to this SOA, the Contractor shall provide detailed list personnel performing works/services and their position/trade that is complete with proof of their qualifications.
- .7 The Contractor is responsible for ensuring all required shop drawings are to be submitted and approved by the Project Authority prior to the start of replacement or new works/services.
- .8 The Contractor is responsible for ensuring all site works and related works will be completed in a manner to provide and implement environmental protection methods/controls/prevention on the work site and for the surrounding areas including nearby waterways during the lifecycle of the project.
- .9 Contractor must ensure all works/services are performed in accordance to all related manufacture specifications/installation instruction manuals; and must comply with federal, provincial, local codes/regulations; whichever is more stringent.
- .10 The Contractor is responsible for providing a secondary means of utilities when related works may cause a disruption/interruption to any site utilities or mechanical operations.
- .11 The Contractor is responsible for ensuring the infrastructure and facilities where working are water/weather tight (*if applicable to protect integrity of components*) throughout the life cycle of all call-outs for works/services against this SOA; including the period during any final inspections.
- .12 The Contractor is responsible for ensuring the provisions of special coverings and protection must be provided to protect plants, walls, projections and adjacent work where materials are being removed, installed or hoisted.
- .13 The Contractor is responsible for ensuring the protection of the facility/building/infrastructure, building components, building systems, and facility furnishings/items/equipment from being damaged during execution of this SOA.
- .14 The Contractor is responsible for repairs, reinstatement any components, that are as of result to works/services.
- .15 The Contractor is responsible for ensuring where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
- .16 The Contractor shall exercise care/precautions to ensure against damages to existing conditions such as site facilities, structures, building components/items, utilities, landscape/grounds/roads, adjacent property, and construction of contiguous work. Any damages deemed by the Project Authority to be a result of the Contractor's works/services/operations must be repaired, replaced, or corrected to the meet the Project Authority required standard at no additional cost.

- .18 The Contractor will ensure that all construction equipment is in good working order and careful maintenance and monitoring of all equipment be carried out to minimize the risk of spills or leaks of petroleum-based products.
- .19 The Contractor is responsible for ensuring all materials and tools delivered to the job site shall be bundled and secured when stocked until used. The location of stored materials and tools shall be coordinated with the CCG operations crew on the site to prevent any obstructions to the operations. The client will not be responsible or liable for any equipment, material, tools, or any other Contractor/Contractor's employees/subcontractor items during the transfer or when on the site. All material and tools departing the jobsite shall be bundled and secured; this includes items/materials for disposal.
- .20 The Contractor will be responsible to effectively plan and implement dust control measures and cleaning activities as an integral part of all works/service activities.
- .21 The Contractor is responsible for ensuring workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed.
- .22 The Contractor is responsible for ensuring workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
- .23 The Contractor will be responsible for keeping the work site and surroundings clean at all times from construction debris and garbage; the site must be cleaned at the end of each work day.
- .24 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Project Authority. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Project Authority.
- .25 The Contractor is responsible for ensuring all workers shall be professional and properly attired for their trade and according to all work activities to be performed.
- .26 The Contractor shall ensure all employees, while engaged in the fulfillment of the contract, be dressed appropriately for the work to be conducted with proper PPE and PDF (when working near the water (as per site specific instructions)).
- .27 The Contractor shall ensure all workers shall be furnished with the proper tools, protection, and training for the work of their trade; all tools, equipment, and work items must be inspected daily by a certified/trained person to ensure each meets all standards and are in a good safe working order.
- .28 The Contractor is responsible for satisfying the Project Authority that adequate and qualified staff are supplied to perform the works/services within this SOA.
- .29 All Means & Methods for performing all related Works/Services shall be included by the Contractor.
- .30 The Contractor will provide to the Project Authority - an electronic copy by email, on a USB (Universal Serial Bus) Flash Drive/Stick or a single web link to access all component manufacture specification manuals, maintenance manuals, installation manuals, warranty registration forms on parts, and Contractor labour warranty. This will be a condition and part of the final inspection and closing for final payment approval of invoices.
- .31 The Contractor is responsible for disposal of all debris that are related to works/services provided in relation to this SOA; where the word "disposal" is described, it means haul off to an approved/certified disposal facility according to Local, Provincial or Federal regulations whichever is more stringent.
- .32 The Contractor is responsible for providing a means for disposal of material and items on and to dispose at offsite certified disposal sites. Placement of any disposal containers on the site requires the sites prior approval from the Project Authority.
- .33 At the request of the Project Authority, the Contractor is responsible for providing documentation/slips for the disposal of materials and items to an approved facility according to Local, Provincial or Federal regulations whichever is more stringent. The Contractor is responsible for providing these documents/slips to the Project Authority via email PDF scanned attachment; payment requirements are on condition of reviewing and approval of such documents/slips. Disposal slips will be provided to the RPSS PA on an as required basis.
- .34 The Contractor will ensure that all waste material will be disposed of in an environmentally responsible manner, and in accordance with provincial, territorial, municipal legislation; whichever is more stringent. Do not bury rubbish and wasted materials.
- .35 The Contractor shall ensure they do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- .36 Electrical lock out and tag out procedures are to be strictly adhered to. Records of tags are to be made available for viewing upon request by the Project Authority or their designated RPSS Representative or local authority having jurisdiction.

.37 The Contractor is responsible for ensuring whenever the Contractor uses subcontractors, they too must perform to and comply with all requirements of this SOA, the Canso Canal site specific instructions, Canal Operations Lockmaster and CCG Officer in Charge (OIC).

.38 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, etc., as may be required for the proper execution of the work. All temporary structures will require the approval of the Project Authority.

.39 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work; or may be discontinued by Project Authority at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

A1-9.0 Department Responsibilities

.1 The Project Authority will clarify any Contractor concerns, questions, or discrepancies; however this does not alleviate the Contractor from their responsibilities and meeting all federal, provincial, and local codes/regulations/standards/rules/acts/etc.

.2 The Project Authority reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.

.3 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority whose decision is final.

A1-10.0 RPSS Gulf Region work on Site Log and Invoices

.1 The Contractor shall include a detailed work description and the corresponding to the Call Up Against a SOA Number on the applicable invoice; and submit complete in full, the RPSS Gulf Region Site access request for each Call Up.

.2 The Contractor shall send an email confirming summary report when the work is completed (or at each week if a multiple week work project) of start and end of work, who was on the site (for traceability) of each day of work.

.1 Information to provide in each request to site access:

.2 When requesting to go on site (date(s)):

.3 Projected arrival and departure time for each day:

.4 Name of people who will come on site & company name:

.5 Who is the supervisor on the site (name and direct phone number):

.6 Machinery/Equipment bringing to the site:

.7 SOA# / Call Up # / PO # :

.8 Area on site where work will be conducted:

.9 Quick Work description:

.3 Email following the work should include all the updated information above including pictures of work before and after

.4 Payment may be withheld until such time that all invoices have been received including work description details with corresponding Call Up Against a SOA Number/Work Order Number/Purchase Order Number, and also send an email summary of call-out/jobs has been compared to corresponding invoices. The Project Authority or their designated representative has the authority to deny payment in full due to incomplete invoices for each Call Up/jobs in full.

A1-11.0 Codes and Legislated Requirements

.1 Perform work in accordance with the National Building Code of Canada (NBC) and any other code of provincial or local applications. Latest Edition unless otherwise specified.

.2 The Contractor shall work to meet or exceed requirements of specified standards, codes and referenced documents related to the work required. In the event of conflict between any provisions of above authorities, the most stringent provision will apply.

.3 The following Codes and standards in effect at the time of the award are subject to change/revision; the latest editions and/or amendments of each shall be enforced during the term of the Contract (in the event of conflict between Federal, Provincial, or Municipal codes, standards, and/or regulations, the most stringent will apply):

A1-12.0 Existing Services

.1 The Contractor is responsible to protect and maintain existing active services.

- .2 The Contractor is responsible for ensuring any connections to existing services do not interrupt, impede, or disturb the site, facility, systems, equipment, or site operations.
- .3 The Contractor is responsible for providing all temporary services to complete works/services and will solely incur all associated costs.
- .4 Supply of temporary services by RPSS/DFO is subject to RPSS/DFO requirements and may be discontinued by Project Authority at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary service.
- .5 Due to Health and Safety restrictions, the Contractor has to be self-sufficient for water and utilities for their employees and subcontractor' at no additional cost to the project.
- .6 Any shutdown to execute works/services must first be approved by Project Authority.
- .7 The Contractor is responsible for ensuring that capacity of services is adequate prior to imposing additional loads; connecting and disconnecting is at the expense of the Contractor's expense.
- .8 The Contractor is responsible for informing the Project Authority immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.
- .9 When connecting to or disconnecting from an existing electrical system, the Contractor is responsible for ensuring there is a balanced load upon completion of work.
- .10 It shall be the sole responsibility of the Contractor to ensure that all distribution panel directories are brought up to date upon completion of any modifications or alterations to the electrical distribution system.

A1-13.0 Materials and Equipment

All replacement and new parts/equipment/components/items must be approved by the Project Authority prior to their installation; must conform to "**Codes and Legislated Requirements**" above.

- .1 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Project Authority.
- .2 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Project Authority.
- .3 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .4 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on the site for inspection by the Project Authority on completion of the work; the Contractor shall ensure such parts and materials are handed directly to the Project Authority to avoid loss or misplacement.
- .5 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .6 Requests for acceptance of material other than those specified will be submitted in writing to the Project Authority. The request must be supported with sufficient product information to enable the Engineer to make an assessment.
- .7 If, in an emergency, the Contractor install 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.
- .8 Equipment and materials to be in new condition, CSA certified, ULC Standard, and manufactured to standard quoted.
- .9 Where there is no alternative to supplying equipment which is not CSA certified, ULC Standard, obtain special approval from an authorized independent testing agency recognized by the provincial Department of Labour.
- .10 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified by the Project Authority.
- .11 Request direction from Project Authority prior to replacing any component.
- .12 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .13 Deliver, store, and maintain materials with manufacturer's seals and labels intact.
- .14 Store materials in accordance with manufacturer's and supplier's instructions.
- .15 Do not store materials on-site without Project Authority's approval.
- .16 DFO- RPSS Gulf Region accepts no responsibility for materials or equipment stored on-site.
- .17 The Contractor shall be responsible for providing shop drawings in an electronic email to the Project Authority for approval prior to performing works/services; the shop drawing information will include, but shall not be limited to:
 - .1 Manufacturer Name;

- .2 Manufacturer Equipment/Product/Item Name;
- .3 Manufacture Specifications;
- .4 Manufacturer Installation, Operational, and Maintenance Manuals and Instructions;
- .5 Any other required information, data, or documentation identified by the Project Authority.

.18 The Contractor is responsible for identifying all newly installed and replaced equipment/items to the Project Authority and provide related information in an electronic email or deliver on a USB Drive that includes, but shall not be limited to:

- .1 Manufacturer Name;
- .2 Manufacturer Equipment/Product/Item Name;
- .3 Model Name;
- .4 Serial Name;
- .5 Manufacturer Specifications;
- .6 Manufacturer Installation, Operational, and Maintenance Manuals and Instructions;
- .7 Any other required information, data, or documentation identified by the Project Authority.

.19 Guarantee: 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 Project Authority. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Project Authority, by the Contractor at their own expense.

.20 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in right of Canada.

A1-14.0 Workmanship

- .1 Workmanship is inclusive of all requirements listed in "**Contractor's Responsibilities**" above.
- .2 All workmanship is subject to inspection and approval.
- .3 All work shall be performed by skilled tradespeople and supervised by a competent supervisor at all times.
- .4 All work deemed unsatisfactory by the Project Authority will be redone / replaced at no extra cost to the project, SOA and DFO RPSS Gulf Region.

A1-15.0 Meetings

- .1 Immediately upon receipt of the award of Standing Offer, the successful Contractor will contact the Project Authority to arrange a first on-site meeting to go over the site and also prior to commencement of any works/services (if provincial health restrictions allows it).
- .2 Attend meetings held at the site when notified by Project Authority. If Project Authority is unable to be on site due to Provincial Health Restrictions, a Departmental Representative will meet the Contractor on site and communication with Project Authority will be done remotely.

A1-16.0 Drawing and Maintenance Manuals

- .1 The Contractor is responsible for providing electronic scanned PDF of paper copies of documents to the Project Authority including, but shall not be limited to manufacturer specifications, maintenance manuals, installation manuals, operation manuals, specifications, drawings, details, and any other required information, data, or documentation identified by the Project Authority for new or replacement works/services, systems, and equipment.
- .2 Additions, relocation, or removal of equipment are to be recorded, dated, and initialled by the Contractor to the Project Authority for design changes on the "as-built" drawings and details.
- .3 As-built drawing are to be revised prior to works/services that may cause or indicate any deviation drawings.

A1-17.0 Site Security

- .1 All site access request must be done at least 48 hrs prior the required date requested to ensure that if a commissionaire is required, one can be appointed. Contractor and subcontractors shall not go on site without approved confirmation from the Project Authority.
- .2 Any work that may disrupt the operations of the occupying clients shall be notified at least 48 hours on the date(s), start time and estimated end time, prior and shall not proceed without a written approval from the Project Authority.

.3 Any work that is required but not urgent that may disrupt the operations for several days might be required to be carried out after normal day time operational hours or off season (mid-December till mid-April).

A1-18.0 Property Access

.1 The Contractor shall submit his/her name and the names of all employees, including new employees engaged during the Contract who will be working under this Contract to the Project Authority immediately following notification of Contract award.

.2 Anyone who require access to any building and/or inside the fenced area needs to be accompanied by a Commissionaire at all times.

ANNEX "A2" - SAFETY REQUIREMENTS

A2-1.0 Compliance Requirement

- .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
- .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
- .3 Observe and enforce construction safety measures required by the following statutes and authorities:
 - .1 The National Building Code of Canada, Part 8;
 - .2 Canada Labour Code – Part II (entitled Occupational Health and Safety);
 - .3 Canada Occupational Health and Safety Regulations made pursuant to the Act;
 - .4 Canada Occupational Health and Safety Act;
 - .5 The National Fire Code of Canada;
 - .6 Workers' Compensation Board of Nova Scotia;
 - .7 Municipal Statutes and Ordinances.

A2-2.0 Submittals

- .1 The Contractor must provide within seven (7) calendar days from the award of SOA:
 - .1 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Contract, including subcontractor.
 - .2 Administrative submittals:
 - .1 Submit to Project Authority submittals listed for review. Submit promptly and in orderly sequence not to cause delay in the work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
 - .2 Site specific Health and Safety Plan (including site specific hazard assessment):
 - .1 Submit within 10 days of Standing Offer award and prior to commencement of work.
 - .2 The Project Authority will review Contractor's site-specific Health and Safety Plan and provide comments. Revise plan as appropriate and resubmit within ten (10) working days after receipt of comments.
 - .3 Submit revisions and updates made to the Contractor's Health and Safety plan during the course of the work.
 - .3 Submit records of Contractor's Health and Safety meetings when requested.
 - .4 Submit Construction Safety Checklists after completion.
 - .5 Submit copies of reports of directions issued by Federal, Provincial and Territorial health and safety inspectors.
 - .6 Submit copies of incident and accident reports.
 - .7 Submit WHMIS 2015 SDS –Safety Data Sheets.
 - .8 Submit Certificate of Recognition or Letter of Good Standing issued jointly by the Workers' Compensation Board of Nova Scotia and an occupational health and safety organization approved by the Workers' Compensation Board of Nova Scotia.
 - .9 Contractor's responsibility for Health and Safety is not relieved in any way by the Department Representative's review or lack of review of these submittals.
 - .10 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" Policy while in Federal facilities and/or Scent Free Policy if applicable and Canso Canal's site-specific instructions.
 - .11 The Contractor, it's employees and subcontractors must read through and adhere to the Canso Canal Site Specific instructions (Will be provided at the Standing Offer award).

A2-3.0 Training

- .1 **Before Work Begins:** The Contractor must provide:
 - .1 Projected work Schedule 48 hours prior the work starts.
 - .2 Certification of training for safety for all personnel that will be involved with the Works/Services. Updated list complete with licenses shall be kept on the site including personnel changes.
 - .3 Training for workers shall include (but not limited to):
 - .1 Safe operation of tools and equipment;
 - .2 Proper wearing and use of personal protective equipment (PPE) and personal flotation device (PFD);
 - .3 Safe work practices and procedures of their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.

A2-4.0 Disciplinary Procedures for Safety Violations

.1 Contractors must have their own written disciplinary procedures for violation or noncompliance of work site safety rules and regulation. However, the Project Authority will take the following actions in the event it is notified of a safety violation.

.1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures (Violation will be documented on contract files, copy to Contractor and Project Authority).

.2 **Second Violation:** Written warning issued to the Contractor for the second violation of a safety regulation, rules, policy and procedures (Violation will be documented on contract files, copy to Contractor and Project Authority).

.3 **Third Violation:** A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s) (Documented to contract files, copies to Contractor and Project Authority).

.4 **Serious Violation:** For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s) (Violation documented on contract files, copies to Contractor and Project Authority).

A2-5.0 Asbestos

.1 Within the confines of the site, the provision of products containing fibrous asbestos materials is prohibited.

.2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in the course of work, stop work and notify Project Authority immediately. Do not proceed until written instructions have been received from Project Authority.

.3 Trained licensed personnel required for Asbestos Management.

A2-6.0 Working on site at Canso Canal

.1 Operational requirements take first priority. This does not mean workers cannot go to work while waiting for a ship, but when the vessel arrives (at the instruction of the Lockmaster), everyone except the Canso Canal operation employees shall move away up to 8 feet of the edge of the Canal wall and away from the operating components of the Canal.

.2 Everyone working/walking within six (6) feet of the edge of the canal walls are required to wear appropriate Personal Flotation Device (PFD) at all times. The visual aid is the orange painted line on the concrete sidewalk near the edge of the Canal Walls.

.3 On site Contractor's representative shall be in constant communication with the Lockmaster for any action needed if there were vessels going through the canal or other requirements.

.4 For information:

.1 All vessels, including pleasure craft, communicate with the Lockmaster, either by radio, telephone or other means, that they desire to pass through Canso Canal.

.2 All vessels over 500 gross registered tons (GRT) shall advise the Lockmaster within 24 hours before arriving to Canso Canal (12 miles).

**Constant communication with the Lockmaster by the Contractor's on-site representative is essential to ensure that if any vessel is approaching, everyone needs to follow the instruction of the Lockmaster. **

A2-7.0 Fires

.1 Fires and burning of rubbish on the site is not permitted.

A2-8.0 Hot Work

.1 The Contractor must submit a Hot Work Permit format to the Project Authority for approval (14) fourteen days after the award of this SOA. All hot work activity, as defined in "Definitions" of this specification, is to take place with written permission from the Project Authority (Hot Work Permit). The Contractor is responsible for submitting a Hot Work Permit within 48 hrs of scheduled Hot Works to the Project Authority for approval.

.2 The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.

.3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 60 m(2) two hours after activity has ceased; the Project Authority has the authority to decrease or increase the timeframe of the fire watch after hot work completion.

A2-9.0 Confined Spaces

.1 The Contractor will provide a copy of their Employees Confined Space Certification to the Project Authority, when work to be done requires to be done in a confined space.

.2 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations Part XI.

.3 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.

.4 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations. Part XI.

.1 The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Project Authority.

.5 The Contractor to provide the Project Authority with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Party XI.

.6 The Contractor to have a hazard assessment of the confined space performed.

.1 The Contractor to provide the Project Authority with a copy of the hazard assessment.

A2-10.0 Fall Protection

.1 All work carried out above the mandatory height restrictions from unguarded structure and/or scaffolding will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.

.2 The components of a fall protection system shall meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).

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

.4 All working at heights and fall arrest must meet Workers Compensation Board of NS Standards/requirements.

.5 All personnel working at heights shall be qualified in the use of fall arrest equipment and be able to show proof, upon request, of this qualification.

A2-11.0 Safety Plan

.1 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational health and Safety Acts. The Project Authority shall instruct the Contractor where the Federal Standards apply.

.2 Prior to commencing site work/service activities, the Contractor must develop and submit a completed written site specific Health and Safety Plan (HASP) that is specific to the site works/services to be performed under this SOA for approval by the Project Authority. Each HASP will be amended throughout the duration of this SOA as required by the Project Authority. The HASP shall include the following titles and information, but shall not be limited to:

.1 Site Specific Hazard Assessment: Conduct a Site Specific Hazard Assessment and List of individual health risks and safety hazards identified by hazard assessment process; this includes potential health risks and safety hazards that are based on type of site works/services/activities, site location, site conditions, adjacent site conditions, the local environment, and all other related factors/conditions.

.2 Safety Measures/Controls: Engineering controls, personal protective equipment and safe work practices used to mitigate hazards and risks listed under "Safety Plan 2.1 Site Specific Hazard Assessment" of this document".

.3 Emergency Response Plan: Plan standard operating procedures, evacuation measures and emergency response in the occurrence of an accident, incident or emergency; this must include a site-related Muster Point. Include responses to all hazards and risks listed in "Safety Plan 2.1 Site Specific Hazard Assessment and 2.2 Safety Measures/Controls, "of this document and evacuation measures to complement the Site existing Emergency Response and Evacuation Plan.

.4 List Names and Telephone Numbers of officials to contact including: telephone numbers must be current, operational at all times, and must be available at all times; it is the responsibility of the Contractor to ensure

phones/cell phones are charged and operational at all times during site-related works/activities. It is the Contractor's responsibility to notify all site personnel and the Project Authority immediately of all changes of listed personnel in the listed positions and any changes of contact telephone numbers; all changes must be immediately updated on the HASP and have all site personnel sign the revised updated HASP. All listed personnel must be qualified and trained for their listed positions and in accordance with Federal, Provincial, and local codes/regulations/standards/acts; in any case of conflict or discrepancy, the more stringent requirements will apply. This list shall include the following information, but shall not be limited to:

- .1 Contractor Company Info;
 - .2 Contractor Company HSE Representative;
 - .3 Contractor First Aid qualified personnel and their position/trade..;
 - .4 Federal, Provincial, and local emergency response/resource organizations emergency telephone numbers (i.e. Fire, Ambulance, Police, Poison Control, Department of Environment, Department of Natural Resources, Emergency Spill Response, Provincial Gas Company, Provincial Power Company, Municipal Utilities – Water/Sewer/Gas/Electrical/etc., Provincial Construction Safety Association, etc.);
 - .5 DFO Gulf Region Project Authority;
 - .6 Canso Canal Lockmaster direct contact information;
 - .7 Canso Canal Officer in Charge (OIC) contact information.
- .5 Site Communications: Procedures used on site to share work-related safety issues between workers, subcontractors, and General Contractor; examples can be a combination of, but not limited to the Site Orientation Meeting for all site workers, Daily Tool Box Safety Talks, Site Specific Safety Orientation Meeting for all new site personnel, Contractor on site Safety Board, and an Identified Communication List.
- .6 The HASP format and available information must be inclusive when submitted for approval to the Project Authority.
- .7 Each approved HASP will be signed by all on-site workers/personnel including Contractor personnel, subcontractor personnel; each site HASP will be included on Contractor's initial Site Specific Safety Orientation Meeting prior to the start of works/services for this SOA.
- .3 The Contractor is responsible for implementing and carry out an Initial Hazard Assessment prior to the commencement of site works/activities as stated in this document. The Contractor is responsible for implementing and carry out Ongoing Site Specific Hazard Assessments throughout the duration of this SOA identifying new or potential health risks and safety hazards not previously known; as a minimum carried out when scope of work change, working in confined spaces, and any hazardous works/services. All Contractor's and subcontractor's on-site personnel must sign and date Site Specific Hazard Assessments.
- .4 Conduct Daily Safety Tool Box Talks prior to the start of daily works/services. Tool Box Safety Talks must be related to each individual projected site daily work activity; if the projected work activities change for any reason, the Contractor is responsible for stopping work in a safe manner and conduct a tool box safety talk related to the change of work activities.
- .5 All copies of the formal Hazard Assessment conducted by the Contractor throughout the duration of the work shall be retained and made available to the Project Authority immediately upon request while on site, and/or scanned PDF format if requested for record purposes.
- .6 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices. All of which shall become mandatory.
- .7 Post the HASP at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including subcontractors' personnel, are advised of such Safety Plan and of the posted locations.
- .8 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted HASP, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
- .9 Shall ensure that all applicable personal protective equipment (PPE) and personal flotation device (PFD) is used.
- .10 The Project Authority shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of the Standing offer.

A2-12.0 Product Approvals

- .1 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.
- .2 The Contractor shall be responsible for providing all MSDS Sheets in an electronic format (by email) and/or delivered USB Drive to the Project Authority prior to the start of site works/services.
- .3 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).
- .4 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
- .5 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
- .6 Material Safety Data Sheets (MSDS) to remain on-site at all times.

A2-13.0 Drainage

- .1 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .2 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

A2-14.0 Cleaning

- .1 Maintain work area free of accumulated waste and rubbish.
- .2 Remove and dispose of debris, used and obsolete material on a daily basis.
- .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contractor work.
- .4 All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Project Authority to dispose of such.

A2-15.0 Cutting, Fitting and Patching

- .1 Cut, fit and patch where required for work under this Contract.
- .2 Make good all disturbed surfaces to original condition.
- .3 All fire wall penetrations shall be properly sealed using approved fire rated patching material.

A2-16.0 Equipment Inspection

- .1 Before operating or using any equipment, the Contractor shall inspect to ensure good working condition. Any defective equipment shall be tagged unsafe and logged in the maintenance log book, until repaired to good working order. Inform the Project Authority immediately of any required repairs which could pose a hazard to employees or building occupants. This shall be part of the Contractor's site-specific safety plan.

ANNEX "A3" - ENVIRONMENTAL PROTECTION

A3-1.0 Environmental

- .1 All work is to be performed in accordance with the Federal Environmental Protection Act, the Impact Assessment Act (IAA) and the Provincial Environmental Acts and Regulations.
- .2 All works/services shall be inclusive of IAA mitigation requirements attached: "V1A-IAA_Mitigation_Monitoring_Form(e).dotx" .

A3-2.0 Disposal of Wastes

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

A3-3.0 Drainage

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free form water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

A3-4.0 Site Clearing and Plant Protection

- .1 Protect trees and plants on site and adjacent properties where indicated.
- .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to a height of 2 m.
- .3 Protect roots of designated trees to drip lines during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .4 Minimize stripping of topsoil and vegetation.
- .5 Restrict tree removal to areas indicated or designated by the Project Authority.

A3-5.0 Work Adjacent to Waterways

- .1 All works/services shall be inclusive of IAA mitigation requirements attached: "V1A-IAA_Mitigation_Monitoring_Form(e).dotx" .
- .2 Do not perform cleaning and wash down within a 30-metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.
- .3 Provide mitigation measures if working near the water to indicate how and what will be done to prevent anything from falling into the water.
- .4 Follow guidelines of Impact Assessment Act (IAA).
- .5 Do not operate construction equipment in waterways.
- .6 Do not use waterway beds for borrowing material.
- .7 Do not dump excavated fill, waste material or debris in waterways.
- .8 Do not skid logs or construction materials across waterways.

A3-6.0 Pollution Control

- .1 All works/services shall be inclusive of IAA mitigation requirements attached: "V1A-IAA_Mitigation_Monitoring_Form(e).dotx" .
- .2 Maintain pollution control features installed under this contract.
- .3 Control emission from equipment and plant to local authorities emission requirements.
- .4 Prevent sandblasting and other extraneous materials from contaminating air beyond application areas, by providing temporary enclosures.
- .5 Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

ANNEX "A4" - TRADE REQUIREMENTS

When there is a requirement for a trade not listed in this SOA the Project Authority will review the work with the Contractor and authorize a mutually acceptable subcontractor with proper certifications and qualifications for the work required. For invoicing purposes, the Contractor will include with their invoice a copy of the subcontractors invoice for time and materials, plus a 15% markup on the cost before taxes.

A4-1.0 Ironworker

.1 The Ironworker and Certified Person shall:

.1 Qualified and certified tradespersons shall be licensed by the Provincial Authority for Apprenticeship & Occupational Certification Board;

.2 Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations;

.3 Conduct ironwork and assist in various types of work as requested by Project Authority or Contractor's foreman;

.4 Relocate, install, repair or test equipment as requested by the Project Authority;

.5 Produce all valid permits, certificates for technical, trade and safety training upon the request of the Project Authority;

.6 Instruct the Project Authority on-site of any new operating procedures when installing or modifying new or existing equipment.

.2 Skills Requirement but not limited to;

.1 Must have the following skills but not limited to: read and follow blueprints, sketches and other instructions. Have the ability to unload and stack prefabricated iron and steel, the ability to properly signal crane operators who lift and position steel. Must be able to use of shears, rod-bending machines, torches, hand tools and welding equipment. Must have the ability to ensure all pieces are fitted properly. Must be able to use plumb bobs, levels, and laser equipment to check alignment. Must be able to work in high places and have a good sense of balance. Materials for iron working are heavy so one must be in good physical condition.

.3 Duties Requirement but not limited to;

.1 Some of the duties that the ironworker must be able to do the following items but not limited to: build and install iron or steel beams, columns, and other construction materials to form, modify create new components of Canso Canal. Cut, position, and bold down steel bars to reinforce concrete, erect steel frames, number steel according to assembly instructions, drill holes into steel for bolts, bolt or weld pieces in place, set reinforcing bars into forms to hold concrete, tighten cables with jacking equipment, work with driftpins to align holes in the steel with holes in the framework, install stairs, handrails, curtain walls and/or other components of Lock Gates or mechanical components of Canso Canal.

A4-2.0 Welder

.1 The Welder and Certified Person shall:

.1 Qualified and certified tradespersons shall be licensed by the Provincial Authority for Apprenticeship & Occupational Certification Board;

.2 Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations;

.3 Conduct welding work and assist in various types of work as requested by Project Authority or Contractor's foreman;

.4 Relocate, install, repair or test equipment as requested by the Project Authority;

.5 Produce all valid permits, certificates for technical, trade and safety training upon the request of the Project Authority;

.6 Instruct the Project Authority on-site of any new operating procedures when installing or modifying new or existing equipment.

.2 Skills Requirement but not limited to;

.1 Must have the following skills but not limited to; knowledge of metals, the ability to operate a welding power supply, operates with safest/best practices, read/follow plans.

.3 Duties Requirement but not limited to;

.1 Some of the duties that the welder must be able to do the following items but not limited to: join metals (steel, aluminum, brass, stainless, etc.) together using a welding power supply, filling holes and repairing cracks/splits.

A4-3.0 Industrial Mechanic (Millwright)

.1 The Industrial Mechanic and Certified Person shall:

.1 Qualified and certified tradespersons shall be licensed by the Provincial Authority for Apprenticeship & Occupational Certification Board;

.2 Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations;

.3 Conduct millwright work and assist in various types of work as requested by Project Authority or Contractor's foreman;

.5 Produce all valid permits, certificates for technical, trade and safety training upon the request of the Project Authority;

.6 Instruct the Project Authority on-site of any new operating procedures when installing or modifying new or existing components.

.2 Skills Requirement but not limited to;

.1 Ability to work on industrial machinery and mechanical equipment and components. This equipment may include mechanical, pneumatic, hydraulic, fuel, lubrication. Some of the components might include Canal components, gearbox and mechanical components, pumps, and pneumatic and hydraulic controls.

.2 Calculation of multiple aspects such as pneumatic, mechanical, structural and hydraulic systems.

Calculate distances, totals, maximums, minimums, tolerances, fits and quantities required. Calculate loads, capacities, speeds, feeds and dimensions for mechanical components and systems. Perform calculations in order to adjust, level and align equipment according to specifications, and for diagnosing process variables. Be able to estimate weights and distances appropriate for rigging, hoisting, lifting and moving equipment and procedures.

.3 Find and locate data on labels, lists, tables and schedules. Interpret graphs when monitoring equipment operation. Interpret or review schematics and engineered drawings of systems (pneumatic, mechanical, structural and hydraulic) to identify malfunctions. Ability to read plans and schematics.

.3 Duties Requirement but not limited to;

.1 Diagnosis, maintenance and repair of Canal operation equipment and components

A4-4.0 Labourer

.1 The Labourer and Certified Person shall:

.1 Qualified and certified tradespersons shall be licensed by the Provincial Authority for Apprenticeship & Occupational Certification Board;

.2 Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations;

.3 Conduct, assist and support in various types of work as requested by Project Authority or Contractor's foreman;

.4 Produce all valid permits, certificates for technical, trade and safety training upon the request of the Project Authority;

.5 Instruct the Project Authority on-site of any new operating procedures when installing or modifying new or existing equipment.

A4-5.0 Project management skills

.1 For coordination and a good workflow, every project that is required within this SOA, the Contractor shall be able to provide a person that will be the main point of contact before, during and after each project. The Contractor's Project Manager shall:

.1 Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations;

.2 Coordinate work to be done with first Project Authority. While on site, be in constant communication (or Contractor's delegated Foreman) with the Canal Lockmaster and Canso Canal Operations CCG Officer in Charge.

.3 Produce all valid permits, certificates for technical, trade and safety training for workers on site upon the request of the Project Authority;

.4 Provide to Project Authority all site access requests, site-specific safety plan, operator's certifications, all workers proper certifications.

.5 Provide to Project Authority projected work Schedule in advance. Provide updated reports as per submittals requirements in this document.

.2 Skills Requirement but not limited to;

.1 The project manager must be able to read plans, have steel and mechanical knowledge, good communication skills, eye for details and design, time and budget management.

3 Duties Requirement but not limited to;

.1 Must be able to understand client's needs, visit the site, estimate, plan. Must have the ability to review plans, provide all tools and materials to be able to do the work. Hire & manage sub-contractors if needed. Must be able to apply for any necessary permits, ensure that employees and subcontractors adhere to the trade's code, site regulations and provincial rules and regulations. Must maintain communication with clients and be able to manage all their employees and their subcontractors (if needed).

A4-6.0 Warranty and Guarantees

.1 Where the Contractor supplies equipment purchased from suppliers or manufacturer, the Contractor shall obtain a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.

.2 The Contractor shall provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee shall be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from the date of acceptance of work performed.

ANNEX "A5" - SPECIAL REQUIREMENTS

A5-1.0 Workforce Qualification

.1 All work requested under this Contract is to be performed by qualified tradespersons licensed by the **Provincial Apprenticeship & Occupational Certification Board**. Proof of such license must be provided prior to the award of this Standing Offer Agreement, for each individual who will perform work under this agreement.

.2 The Contractor will provide only journeymen personnel with a valid Provincial Department of Labour Licence **Provincial Apprenticeship & Occupational Certification Board** for applicable trades required for this SOA. DFO-RPSS Gulf Region may at any time during this SOA, request to inspect a work person's certification.

.3 Licenced certified for the province of Nova Scotia tradespersons required **Provincial Apprenticeship & Occupational Certification Board** required for this SOA; operators and other workers for this SOA shall be certified to level of requirements within the province of Nova Scotia:

.1 Iron worker

.2 Welder

.4 Millwright

.5 Inclusive of any other trade licence and certification

.4 The Contractor will provide the Project Authority with a list of all qualified trades people working on or in Federal sites, infrastructure, facilities, and related works/services; complete with copies of their provincial journey person license(s). Copies of WHMIS, First Aid, CPR and any other required safety or work-related training certificates are to be forwarded to the Project Authority. The Contractor shall ensure this list is updated immediately upon change in personnel, and personnel qualifications are to be kept current.

.5 All Contractors' employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.

A5-2.0 Licences, Permits, Certificates and Fees

.1 The Contractor shall be responsible for acquiring all required federal, provincial, and municipal/authority having jurisdiction trade-related licences, permits, certificates, and all other required documents to perform site works/services; such documents will be acquired prior to the start of works/services, be visibly displayed on the site throughout the duration of such works/services, and a copy of each document shall be made available to the Project Authority in an electronic format such as by email or a USB Drive; where possible, such original documents will also be handed over to the Project Authority.

.2 The Contractor shall be responsible for acquiring all required HSE (Health, Safety and Environmental) licences, permits, certificates, and all other required HSE documents to perform site works/services; such documents will be acquired prior to the start of works/services, be visibly displayed on the site throughout the duration of such works/services, and a copy of each document shall be made available to the Project Authority in an electronic format such as by email or a USB Drive; where possible, such original documents will also be handed over to the Project Authority.

.3 The Contractor shall be responsible for paying all related fees in acquiring all licences, permits, certificates, and all other required documents to perform works/services.

A5-3.0 Co-ordination

.1 Execute work with minimum disturbance to Canso Canal operations, occupants, public and normal use of the site. Make arrangements with Project Authority to facilitate execution of work. Maintain all access and exits as a work area could be occupied during execution of work.

.2 Protect existing work from damage.

.3 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work

.4 Obtain Project Authority approval before cutting, boring or sleeving load-bearing members.

.5 Replace damaged existing work with material and finish to match originals.

.6 All possible safety precautions are to be taken to ensure the protection of employees, occupants and the general public during the course of the work

.7 The Contractor shall coordinate work with all trades in liaison with the Project Authority.

.8 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Project Authority.

.9 Obtain Project Authority approval prior to isolating any security, monitoring or audible alerting devices.

.10 Any works/services required on Canso Canal lock gates system, a specialty system, or a specialty piece of equipment will be performed by a company or person/technician who is fully trained and certified for such works/services; therefore the Contractor providing site works/services requiring any disruption or isolation of such system or equipment shall be responsible to notify the Project Authority of such requirements, ensure certified personnel/technicians perform such related works/services, and provide proof of certification to the Project Authority prior to the start of such works/services. The Contractor requiring the disruption or isolation of a system or equipment shall be responsible to notify Project Authority 24-48 hours in advance of such disruptions or isolations; the Project Authority to waive the 24-hour notification period. Temporary methods shall be the responsibility of the Contractor, requiring the Project Authority approval of such devices or methods and their duration required.

A5-4.0 IT Requirement

.1 The Contractor must be able to communicate by mobile phone, electronic email and by text with the Project Authority.

ANNEX "B" BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Initial Standing Offer Year –Award through to March 31st 2023

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Ironworker	\$ _____	128	\$ _____
		Certified Welder	\$ _____	128	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	40	\$ _____
		Labourer	\$ _____	40	\$ _____
		Project Management	\$ _____	60	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
Materials and Miscellaneous					
Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Cost + 10% markup					
Subtotal for Initial Offer Period: (excluding tax)				\$ _____	

2nd Standing Offer Year – April 1st, 2023 to March 31st 2024

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Ironworker	128	\$ _____
		Certified Welder	128	\$ _____
		Certified Industrial Mechanic (Millwright)	40	\$ _____
		Labourer	40	\$ _____
		Project Management	60	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Ironworker	24	\$ _____
		Certified Welder	24	\$ _____
		Certified Industrial Mechanic (Millwright)	8	\$ _____
		Labourer	8	\$ _____
		Project Management	12	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Ironworker	24	\$ _____
		Certified Welder	24	\$ _____
		Certified Industrial Mechanic (Millwright)	8	\$ _____
		Labourer	8	\$ _____
		Project Management	12	\$ _____
<p>Materials and Miscellaneous</p> <p>Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Cost + 10% markup</p>				
Subtotal for 2nd Standing Offer Year: (excluding tax)				\$ _____

3rd Standing Offer Year – April 1st, 2024 to March 31st 2025

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Ironworker	\$ _____	128	\$ _____
		Certified Welder	\$ _____	128	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	40	\$ _____
		Labourer	\$ _____	40	\$ _____
		Project Management	\$ _____	60	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
<p>Materials and Miscellaneous</p> <p>Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Cost + 10% markup</p>					
Subtotal for 3rd Standing Offer Year: (excluding tax)				\$ _____	

4th Standing Offer Year – April 1st, 2025 to March 31st 2026

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Ironworker	\$ _____	128	\$ _____
		Certified Welder	\$ _____	128	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	40	\$ _____
		Labourer	\$ _____	40	\$ _____
		Project Management	\$ _____	60	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
<p>Materials and Miscellaneous</p> <p>Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Cost + 10% markup</p>					
Subtotal for 4th Standing Offer Year: (excluding tax)				\$ _____	

5th Standing Offer Year – April 1st, 2026 to March 31st 2027

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Ironworker	\$ _____	128	\$ _____
		Certified Welder	\$ _____	128	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	40	\$ _____
		Labourer	\$ _____	40	\$ _____
		Project Management	\$ _____	60	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Ironworker	\$ _____	24	\$ _____
		Certified Welder	\$ _____	24	\$ _____
		Certified Industrial Mechanic (Millwright)	\$ _____	8	\$ _____
		Labourer	\$ _____	8	\$ _____
		Project Management	\$ _____	12	\$ _____
Materials and Miscellaneous					
Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Cost + 10% markup					
Subtotal for 5th Standing Offer Year: (excluding tax)				\$ _____	

EVALUATED PRICE	
Subtotal for Initial Standing Offer Year:	\$ _____
Subtotal for 2 nd Standing Offer Year:	\$ _____
Subtotal for 3 rd Standing Offer Year:	\$ _____
Subtotal for 4 th Standing Offer Year:	\$ _____
Subtotal for 5 th Standing Offer Year:	\$ _____
Total Evaluated Price (Tax Excluded):	\$ _____

ANNEX "C" COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

ANNEX “D” EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

EVALUATION INSTRUCTIONS – CORPORATE MANDATORY CRITERIA	
<p>The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.</p> <p>It is mandatory that any past referenced Mechanical Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:</p> <ul style="list-style-type: none"> • The name of the client organization; • Name and phone number of the client’s representative; • The period during which the service was provided (month and year); • A detailed outline of the service(s) provided – 200 to 500 words; and • Size of the client’s facility. <p>Please note Bidders should complete the following chart and include it with their bid submission.</p>	

TABLE A – CORPORATE MANDATORY TECHNICAL CRITERIA		
No.	Mandatory Criteria	Cross-Reference to Proposal (page #)
MC1	<p>Company Profile The Bidder must submit a company profile which describes the following:</p> <ul style="list-style-type: none"> • Key date(s) (ie. founding date); • Names of key stakeholders (ie. owners, board members); • A description of the service(s) it provides; and • A list and description of Mechanical Maintenance contracts and/or Mechanical Maintenance SOAs (Standing Offer Agreements) that included a duration of twenty-four (24) consecutive months or greater. 	
MC2	<p>Experience – Recent Mechanical Maintenance Services The Bidder must have recent* experience performing Mechanical Maintenance Services (including installations and construction services) on a daily basis, AND managing trade employees and/or sub-Contractors for a facility of at least 500 sq. meters in size.</p> <p>*Recent is defined as within the past twenty-four (24) months of the bid closing date.</p>	

MC3	Experience – Mechanical Maintenance Services The Bidder must have been in the Mechanical Maintenance services contracting business for at least sixty (60) months from the bid closing date.	
MC4	Insurance The Bidder must provide proof of insurance or documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.	
MC5	Workers' Compensation Bidder must submit proof of Workers' Compensation Coverage through submission of Letter of Good Standing.	

EVALUATION INSTRUCTIONS – RESOURCE MANDATORY CRITERIA

The experience of the Bidder's proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

It is mandatory that any past referenced Mechanical Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:

- The name of the client organization;
- Name and phone number of the client's representative;
- The period during which the service was provided (month and year);
- A detailed outline of the service(s) provided – 200 to 500 words; and
- Size of the client's facility; AND
- Company log of hours (Example of Requirements: Name of person or operator, Manufacturer Make/Model of equipment used, Job Name, Description of Works, Job Location, Dates/Hours of Operations, Client Name, etc.)

Please note Bidders should complete the following chart and include it with their bid submission.

TABLE B – RESOURCE MANDATORY TECHNICAL CRITERIA

No.	Mandatory Criteria	Cross-Reference to Proposal (page #)
MR1	Proposed Resources The Bidder must submit the names and CVs of proposed resources who will be performing the services over the course of the SOA. (Certified Ironworker, Certified Welder, Certified Industrial Mechanic (Millwright), Labourer, Project Manager).	
MR2	Trade Certification(s)	

	<p>The Bidder must provide proof* that each proposed resource has a Provincial Trade Certification, or equivalent, in his/her respective trade (ie. Journeymen's Certificate, Plumbing Red Seal Certification, etc.) that is valid in the Province of Nova Scotia as further defined below for each category:</p> <p>A) Certified Ironworker – Provincial Trade Certificate or Interprovincial Red Seal Certificate is required.</p> <p>B) Certified Welder – Provincial Trade Certificate or Interprovincial Red Seal Certificate is required.</p> <p>C) Certified Industrial Mechanic (Millwright) – Provincial Trade Certificate or Interprovincial Red Seal Certificate is required.</p> <p>*Proof is considered to be a copy of the trade certification or equivalent (e.g. a letter from the certification authority) and must accompany each proposed resource's CV and be submitted with the bid.</p>	

Point-Rated Requirements

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

The Bidder MUST achieve a minimum score of 70 points overall of the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed noncompliant and given no further consideration.

Each point rated technical criterion should be addressed separately.

EVALUATION INSTRUCTIONS – RATED CRITERIA				
<p>The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.</p>				
<p>It is mandatory that any past referenced Mechanical Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:</p>				
<ul style="list-style-type: none"> • The name of the client organization; • Name and phone number of the client's representative; • The period during which the service was provided (month and year); • A detailed outline of the service(s) provided – 200 to 500 words; and • Size of the client's facility. 				
<p>Please note Bidders should complete the following chart and include it with their bid submission.</p>				
TABLE C – POINT RATED CRITERIA				
No.	Rated Technical Criteria	Point Breakdown	Maximum Points	Cross-Reference to Proposal (page #)

<p>R1</p>	<p>Experience – Construction and Maintenance</p> <p>The Bidder should demonstrate, using project descriptions, that it has more than two (2) years of experience as a construction and maintenance Contractor, managing multi-trade employees and/or sub-contractors for a facility that is at least five hundred (500) square meters in size.</p>	<p>Points will be awarded as follows:</p> <p>25 to 35 months of experience = 10 pts</p> <p>36 to 59 months of experience = 25 pts</p> <p>60 or more months of experience = 35 pts</p>	<p>35</p>	
<p>R2</p>	<p>Experience – recent on-demand mechanical maintenance services</p> <p>The Bidder should demonstrate, using mechanical maintenance agreements or Standing Offer agreements, that it has recent* experience providing on-demand mechanical maintenance services to private and/or public entities.</p> <p>*Recent is defined as within the past twenty-four (24) months of the bid closing date.</p>	<p>Points will be awarded as follows:</p> <p>One (1) mechanical maintenance Services Agreement or Standing Offer Agreement = 15 pts</p> <p>Two (2) mechanical maintenance Services Agreements or Standing Offer Agreements = 45 pts</p> <p>Three (3) or more mechanical maintenance Services Agreements or Standing Offer Agreements = 65 pts</p>	<p>65</p>	
<p>TOTAL EVALUATED SCORE: (Minimum 70 points required)</p>				