

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Flooring & Carpentry	
<b>Solicitation No. - N° de l'invitation</b> EW076-124096/A	<b>Date</b> 2012-12-21
<b>Client Reference No. - N° de référence du client</b> PWGSC	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-009-9656
<b>File No. - N° de dossier</b> PWU-2-35317 (009)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-22</b>	
<b>Time Zone Fuseau horaire</b> Mountain Standard Time MST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Davyduke (RPC), Katherine	<b>Buyer Id - Id de l'acheteur</b> pwu009
<b>Telephone No. - N° de téléphone</b> (780)497-3547 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101-50 Ave, P.O. Box 518 YELLOWKNIFE Northwest Territories X1A 2N4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Health & Safety
4. Debriefings

### **PART 2 - INSTRUCTIONS TO OFFERORS**

1. Standard Instructions, Clauses and Conditions  
.1 Revision to Standard Instructions - Code of Conduct and Certifications
2. Submission of Offers
3. Enquiries - Request for Standing Offers (RFSO)
4. Applicable Laws

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

1. Offer Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection
3. Ranking

### **PART 5 - CERTIFICATIONS**

1. Certifications Required with the Offer and Certifications Required Precedent to Issuance of a Standing Offer

### **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

1. Financial Capability
2. Insurance Requirements

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

#### **A. STANDING OFFER**

1. Offer - Annex E
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws
14. Estimates
15. Offeror's Contact Information

#### **B. RESULTING CONTRACT CLAUSES**

**General Conditions:**

(i) GC1 General Provisions	R2810D (2012-11-19);
(ii) GC2 Administration of the Contract	R2820D (2012-07-16);
(iii) GC3 Execution and Control of the Work	R2830D (2010-01-11);
(iv) GC4 Protective Measures	R2840D (2008-05-12);
(v) GC5 Terms of Payment	R2550D (2010-01-11);
(vi) GC6 Delays and Changes in the Work	R2865D (2008-05-12);
(vii) GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
(viii) GC8 Dispute Resolution	R2884D (2008-05-12);
(ix) GC9 Insurance	R2590D (2011-05-16);
Supplementary Conditions, if any;	
Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);
Code of Conduct and Certification - Contract	

**ANNEXES**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements - Alberta
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	List of Individuals who are Currently Directors of the Offeror
Annex G	CLCA

***NOTE: Important Change for requirements related to the Code of Conduct for Procurement***

**ANNEX F - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE OFFEROR**

---

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template 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, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Health & Safety, Usage Reports, Offer, and any other annexes.

### 2. Summary

Flooring and Carpentry Standing Offer, Yellowknife, NWT.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada in the form of call ups for Flooring and Carpentry work in Yellowknife, NWT. Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of three (3) years. The total expenditures over the term is estimated at \$840,000.00 (GST/HST included). This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

*IMPORTANT NOTICE:* New measures related to Code of Conduct and certifications included in the solicitation documents require attention.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Contractors are hereby informed that this procurement is located in a land claims area covered by the Tlicho Comprehensive Land Claims Agreement. See Annex G for details.

### 3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

File No. - N° du dossier

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

---

#### **4. Debriefing**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

---

## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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

The 2006 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers (Offering address) on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: **(780) 497-3510**

#### 2.2 Firm Price and/or Rates:

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

**2.3 Form:** Offers not submitted on the prescribed Offer Form will not be considered.

**2.4 Alterations:** Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

**2.5 Incomplete Offers:** Incomplete offers may be rejected.

#### 2.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

---

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

### **2.7 Performance Evaluation**

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

### **3. Enquiries - Request for Standing Offers**

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

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

### **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 the province of work.

---

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

### 2. Offer Preparation Instructions

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

Section I: Annex E - Financial Offer (1 hard copies)

Section II: Certifications (1 hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

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

#### Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### Section II: Certifications

Offerors must submit the certifications required under Part 5.

---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

###### a) MANDATORY REQUIREMENTS - Required as part of the Offer

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

###### b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

- i) Status and Availability of Resources
- ii) Health & Safety Requirements
- iii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iv) Insurance

#### 1.2. Financial Evaluation

1.2.1 Price Schedule - A rate must be entered for each item.

1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of percent assigned through evaluation of the bid in accordance with the Tlicho Land Claim Agreement. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Lowest Evaluated Price

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### 3. Ranking

3.1 Only 1 firm will be issued a standing offer.

3.2 The firm submitting the lowest price compliant submission will be issued a Standing Offer.

---

## PART 5 - CERTIFICATIONS

### 1. Certifications Required with the Offer

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### 2.1 Code of Conduct Certifications - Offer (2012-11-19)

Offerors should provide, with their offers or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

#### 2.2 Health & Safety Requirements - per attached Annex C .

#### 2.3 Insurance, per article 3 of Part 6. (R2590D GC9 - Insurance)

---

## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

Financial Statements: In order to confirm an offeror's financial capability to perform the Contract, the Standing Offer Authority may during the RFSD evaluation phase, request from that offeror current financial information. The requested financial information may include, but is not limited to, an offeror's most recent audited financial statements or financial statements certified by an offeror's chief financial officer. The information provided will be considered in the offer evaluation and selection process. If an offer is found to be non-responsive on the basis that an offeror is considered financially incapable of performing the Work, that offeror will receive a written notification from the Standing Offer Authority.

Should an offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

### **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 SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

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.

Certificate of Insurance form - PWGSC-TPSGC 357 (06/2007) is available at web site:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

#### 1. Offer - attached at ANNEX E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

#### 2. Security Requirement

Not Applicable

#### 3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-11-19)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
  
<http://sacc.pwgsc.gc.ca/sacc/query.do?lang=en&id=r&date=current&title=&detail=&type=all&action=search>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.hrsdc.gc.ca/en/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml)

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2013 to January 31, 2016

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*  
Public Works and Government Services Canada  
Acquisitions Branch

Directorate: Real Property Contracting

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 5.2 Project Authority

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 (Departmental Representative) 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.

## 6. Identified users

The Identified User authorized to make call-ups against the Standing Offer is : Public Works and Government Services Canada

## 7. Call-up Procedures

1. Best Standing Offer: the offer that provides lowest prices will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EW076-124096/A

pwu009

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC

PWU-2-35317

**8. CALL-UP INSTRUMENT**

Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

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

In accordance with  
STANDING OFFER NO.: \_\_\_\_\_

Conformément à  
L'OFFRE PERMANENTE No. \_\_\_\_\_

Call-up no.  
- No de  
commande

Dated \_\_\_\_\_  
and the terms and conditions therein, you are  
Requested to carry out the worked described below.

En date du \_\_\_\_\_  
Et les modalités qui y sont énumérées, vous êtes prié  
d'exécuter les travaux décrits ci-après.

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

Work description - Description des travaux	

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

PWGSC-TPSGC 2829 (03/2006)

---

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$800,000.00 (Goods and Services Tax or Harmonized Sales Tax 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 3 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.

## 11. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:  
Annex A, Statement of Work, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;  
Annex B, Basis of Payment;  
Annex C, Health & Safety Requirements - Northwest Territories;  
Annex D, Periodic Usage Report Form; and
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 13. Applicable Laws

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

File No. - N° du dossier

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

---

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 the province of work.

#### **14. Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

#### **15. Offerors Contact Information**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
    - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
    - (b) General Conditions:
 

(i)	GC1	General Provisions	R2810D	(2012-11-19);
(ii)	GC2	Administration of the Contract	R2820D	(2012-07-16);
(iii)	GC3	Execution and Control of the Work	R2830D	(2010-01-11);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2010-01-11);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2008-05-12);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC9	Insurance	R2590D	(2011-05-16);
    - (c) Supplementary Conditions, if any;
    - (d) Fair Wages and Hours of Labour - Labour Conditions R2940D (2012-07-16);
    - (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
    - (f) Schedules of Wage Rates for Federal Construction Contracts;
    - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
    - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
    - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:
 

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=r&date=current&ttl=&detail=&type=all&action=search>
  - 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:
 

[http://www.hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)
- NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.*
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
  - 5) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .
  - 6) Interpretation

*"Accepted by the Offeror"* \* means that the Offeror has agreed to, and commenced performance of the work.

*"Minister"* includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

*"Departmental Representative"* means the Project Authority who 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.

*"Superintendent"* or *"Supervisor"* means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

*"Unit Price Table"* means the table of prices per unit set out in the Offer; and

*"Work"* means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

## 1. SUPPLEMENTAL CONDITIONS

**INSERT** the following supplementary conditions in the resulting General Conditions:

### 1.1. T1204 - Direct Request by Customer Department

1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### 1.2. Periodic Reports

1.2.1 The Offeror shall provide to the Standing Offer Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Standing Offer Authority no later than fifteen (15) days after the designated reporting period.

1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

## 2. Term of Contract

### 2.1 Period of the Contract

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

## 3. Payment

---

### 1.3. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

**DELETE** GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

#### GC5.4 Payment

##### .1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

(a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;

(b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and

(c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
  - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

File No. - N° du dossier

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

---

Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.

7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

#### **4.1 Basis of Payment - see Annex B**

#### **4.2 Limitation of Price**

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

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

---

## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements - Northwest Territories
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	Code of Conduct Certifications - List
Annex G	CLCA

Solicitation No. - N° de l'invitation

EW076-124096/A

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

PWGSC

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35317

Buyer ID - Id de l'acheteur

pwu009

CCC No./N° CCC - FMS No/ N° VME

---

## **ANNEX A**

*As Attached*

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35317

Buyer ID - Id de l'acheteur

pwu009

CCC No./N° CCC - FMS No/ N° VME

PWGSC

---

## ANNEX B

### .1 Basis of Payment

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

#### .1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details

Total Estimated Cost - Limitation of Expenditure: \$800,000.00 (GST/HST extra)

## ANNEX C

### MANDATORY HEALTH AND SAFETY - *for Work in the Northwest Territories & Nunavut*

#### 1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

##### WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

#### 2.) SUPPLEMENTARY CONDITIONS (SC):

##### Workplace Safety and Health

##### 1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
  - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
    - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: *after contract award, Contractor is ordered by a Change Order*

## 2. SUBMITTALS

### 2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

### 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

### **NORTHWEST TERRITORIES**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer

Telephone: (867) 669-4418

Facsimile: (867) 873-0262

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

File No. - N° du dossier

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

DECLARATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

PWGSC

File No. - N° du dossier

PWU-2-35317

CCC No./N° CCC - FMS No/ N° VME

**ANNEX D  
Periodic Usage Report Form**

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Katherine Davyduke	(780) 497-3510	Katherine.Davduke@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
10025 Jasper Ave., 5th Floor  
Telus Plaza North  
Edmonton, AB T5J 1S6

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: \_\_\_\_\_

REPORT FOR THE PERIOD ENDING: \_\_\_\_\_

Description of Work	Call-up #	TOTAL BILLING

**NIL REPORT:** We have not done any business with the federal government for this period \_\_\_\_\_.

**PREPARED BY:**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

## ANNEX E OFFER

**Description of Work:** Yellowknife, NWT  
Flooring & Carpentry, PWGSC  
Flooring & Carpentry Standing Offer

### 1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 942, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.

- 
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
  - .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .
  - .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
  - .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing

- .1 The prices requested in the Offer are:
  - .1 hourly rates for regular hours;
  - .2 hourly rate for each hour outside of regular hours; and
  - .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates.
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
  - .1 labour including supervision, allowances and liability insurance;
  - .2 travel time;
  - .3 transportation/vehicle expenses;
  - .4 tools and tackle;
  - .5 overhead and profit;
  - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0800 and 1700 hours, Monday to Friday.

#### 4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

##### 4.1 Unit Price Schedules - Rates

###### SCHEDULE A) Initial Year

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
				\$ _____ €	\$ _____ €
1	Carpet	m2	600	\$ _____	\$ _____
2	Resilient Flooring	m2	375	\$ _____	\$ _____
3	Laminate Flooring	m2	950	\$ _____	\$ _____
4	Baseboard	m	300	\$ _____	\$ _____
5	Rubber Baseboard	m	40	\$ _____	\$ _____
6	Hourly rate, including travel time and all related expenses During Regular Working Hours Monday thru Friday (08:00-17:00) .				
a	Journeyman Floorcovering Installer	Hour	150	\$ _____	\$ _____
b	Labourer	Hour	100	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$5,000. = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total A): Estimated Total Amount 1st Year GST/HST Extra</b>					\$ _____

continued

**4.1 Unit Price Schedules - Rates (continued)****SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
				\$            ¢	\$            ¢
1	Carpet	m2	600	\$ _____	\$ _____
2	Resilient Flooring	m2	375	\$ _____	\$ _____
3	Laminate Flooring	m2	950	\$ _____	\$ _____
4	Baseboard	m	300	\$ _____	\$ _____
5	Rubber Baseboard	m	40	\$ _____	\$ _____
6	Hourly rate, including travel time and all related expenses During Regular Working Hours Monday thru Friday (08:00-17:00) .				
a	Journeyman Floorcovering Installer	Hour	150	\$ _____	\$ _____
b	Labourer	Hour	100	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$5,000. = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total B): Estimated Total Amount 2nd Year GST/HST Extra</b>					\$ _____

continued

**4.1 Unit Price Schedules - Rates (continued)****SCHEDULE C) Year 3**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
				\$            ¢	\$            ¢
1	Carpet	m2	600	\$ _____	\$ _____
2	Resilient Flooring	m2	375	\$ _____	\$ _____
3	Laminate Flooring	m2	950	\$ _____	\$ _____
4	Baseboard	m	300	\$ _____	\$ _____
5	Rubber Baseboard	m	40	\$ _____	\$ _____
6	Hourly rate, including travel time and all related expenses During Regular Working Hours Monday thru Friday (08:00-17:00) .				
a	Journeyman Floorcovering Installer	Hour	150	\$ _____	\$ _____
b	Labourer	Hour	100	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$5,000. = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total C): Estimated Total Amount 3rd Year GST/HST Extra</b>					\$ _____

Continued

**4.1 Unit Price Schedules - Rates** (continued)**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year + 3rd Year)

Col. 1	Col. 2	Col. 3	Col. 4
<b>Sub Total SCHEDULE A) Initial Year Term</b>	<b>Sub Total SCHEDULE B) 2nd Year</b>	<b>Sub Total SCHEDULE C) 3rd Year</b>	<b>Total Evaluated Price</b> (col.1 + col.2 + col. 3 = col.4)
\$ _____	\$ _____	\$ _____	\$ _____ <b>GST/HST Extra</b>

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price in Column 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**

Solicitation No. - N° de l'invitation

EW076-124096/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35317

Buyer ID - Id de l'acheteur

pwu009

CCC No./N° CCC - FMS No/ N° VME

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

PWGSC

---

**ANNEX F**  
**Code of Conduct and Certifications**

**COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF DIRECTORS**

*NOTE TO OFFERORS: LEGIBLY PRINT OR TYPE DIRECTOR' SURNAMES AND GIVEN NAMES*

## ANNEX G

### Tlicho Agreement (2003)

#### The requirements of the **Tlicho Land Claims and Self-Government Agreement**

<http://mvlwb.com/files/2011/07/Tlicho-Agreement.pdf> will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 26, of the Tlicho Land Claims and Self-Government Agreement.

In compliance with the requirements of Chapter 26 - Economic Measures, of the Tlicho Land Claims and Self-Government Agreement, the following conditions shall apply in the award of any Contract resulting from this solicitation:

#### Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Tlicho Agreement.

#### Tlicho Bid Criteria

For the portion of the work specifically undertaken in the Môwhì Gogha Dè Nîîtâèè (NWT) area as defined in the Tlicho Land Claims and Self-Government Agreement, bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Tlicho Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
(a) The existence of head offices, administrative offices or other facilities in Môwhì Gogha Dè Nîîtâèè (NWT).	2 Points
(b) The employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of Tlicho suppliers Tlicho which can act as sub-contractors in assisting with the carrying out of the contract.	5 Points
(c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens.	3 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>10 Points</b>

For purposes of interpretation:

"Tlicho supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the

---

company's voting shares beneficially owned and controlled by Tlicho Citizens, or is a cooperative controlled by Tlicho Citizens, or is a Tlicho Citizens' sole proprietorship or partnership.

"Tlicho Citizen" and "Tlicho First Nation" are as defined in Chapter 1 (Interpretation) of the Tlicho Land Claims and Self-Government Agreement.

"deliveries to" means "goods delivered to, and services performed in".

#### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Tlicho Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Tlicho Representations" and that untrue statements may result in the tender being declared non-responsive.

#### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Tlicho Representations" to evaluate bids; and
- b) the "Tlicho Representations" shall become covenants under any contract(s) resulting from this solicitation.

#### **Contracting Policy Notice 2006-4**

##### **26.3 Government Employment and Contracts**

26.3.1 Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìitáàè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and
- (b) the Government of the Northwest Territories shall follow its preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.

## Liquidated Damages

1. The contractor acknowledges that:

1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims and Self-Government Agreement (the "Tlicho Agreement"); and

1.2 pursuant to Sections 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tlicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 the existence of head offices, administrative offices or other facilities in Môwhì Gogha Dè Nîṭàèè (NWT);

1.2.2 the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of Tlicho suppliers which can act as sub-contractors in assisting with the carrying out of the contract;

1.2.3 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens.

2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Tlicho Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

2.1

2.2

2.3

3. The contractor acknowledges that the "Tlicho Representations":

3.1 are covenants under this contract; and

3.2 that each "Tlicho Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Tlicho Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Tlicho Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

## PART 1 - GENERAL

### 1.1 Work Covered by Contract Documents

- .1 Work under this contract comprises the removal of various flooring types and replacement of various flooring types such as carpet, resilient and laminate flooring in various crown housing units, located in Yellowknife, NT. Individual Quotes and corresponding Job Orders will be issued for each scope of work required.

### 1.2 Construction Facilities

- .1 Some work will be required in occupied units. Execute work with least possible interference or disturbance to occupants, and normal use of the premises.
- .2 Confine work and operations of employees by Contract Documents. Provide and maintain adequate access to project site; Do not unreasonably encumber premises with products.
- .3 Parking [will] be permitted on site [provided it does not disrupt performance of Work].
- .4 The Site Authority will provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .5 Maintain fire access/control.
- .6 Coordinate use of premises under direction of the Site Authority.
- .7 Coordinate limited use of storage as directed by Site Authority.

### 1.3 Equipment, Tool and Materials Storage

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

### 1.4 Protection

- .1 Protect surrounding private and public property from damage during performance of work
- .2 Be responsible for any damages occurring to property as result of work being completed.
- .3 Provide protection for finished and partially finished building finishes and equipment during performance of work; be responsible for damages incurred due to lack of or improper care and protection.

### 1.5 Work Sequence of Premises

- .1 Construct Work in stages to accommodate use of premises during construction if required.
  - .2 Coordinate with the Site Authority for plumbing related services.
- .2 Give the Site Authority 48 hrs notice when requesting plumbing services.

### 1.6 PWGSC Provided Contractors

- .1 The Site Authority is responsible for providing a plumbing services contractor under a separate contract.

### 1.7 Utilities and Services

- .1 Notify, the Site Authority and utility companies of any intended interruption of services and obtain required permission.
- .2 Provide temporary heating as required during construction period, including attendance, maintenance and fuel as/if required.
- .3 Contractor will provide and maintain temporary lighting throughout project.
- .4 Provide adequate ventilation to meet health regulations for safe working environment.
- .5 Permanent heating system of buildings may be used when available. Be responsible for damage to heating system if use is permitted.
- .6 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.
- .7 PWGSC will provide continuous supply of potable water for construction use.
- .8 PWGSC will pay for temporary power during construction for temporary lighting and operating of power tools, to a maximum supply of 110 volts and 15 amps.

### 1.8 Fire Protection

- .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

### 1.9 References and Codes

- .1 Perform Work in accordance with National Building Code of Canada (NBCC) including all amendments and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- .2 Meet or exceed requirements of:
  - .1 Contract documents.
  - .2 Specified standards, codes and referenced documents.
- .3 Use latest version of all specified standards, codes and referenced documents.

### 1.10 Hazardous Material Discovery

- .1 Asbestos: Demolition of spray or trowel-applied asbestos is hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of demolition work, immediately stop work and notify the Site Authority.

### 1.11 WHMIS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- .2 Deliver copies of WHMIS data sheets to the Site Authority on delivery of materials.

### 1.12 Building Smoking Environment

- .1 No smoking on Crown property.

### 1.13 Disposal of Wastes

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

### 1.14 MEETINGS & SCHEDULE

- .1 PWGSC Representative will schedule and administer any project start-up meetings as determined on an as per call-up basis.
- .2 Submit preliminary schedule on an as per call-up basis to PWGSC within 3 working days of call-up for planning, monitoring and reporting of project progress
- .3 During progress of work revise and resubmit as directed by PWGSC.
- .4 Ensure Project Schedule is practical and remains within specified Contract duration, identify activities that are behind schedule and provide measures to regain time slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.
- .5 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, and Final Certificate of Completion as defined times of completion are of essence of this contract.

## Part 2 – COMMON PRODUCT REQUIREMENTS & EXECUTION REQUIREMENTS

### 2.1 Quality

- .1 Products, materials, and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to quality or fitness of products, decision rests strictly with the Site Authority based upon requirements of Contract Documents.
- .4 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- .5 All adhesive to be low VOC, products should be 'Green' products or manufactured where practicable.

### 2.2 Availability

- .1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Site Authority of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

### 2.3 Product Data & Samples

- .1 Submit product data in duplicate for flooring, adhesives and finishes.
- .2 Submit product data sheet for each carpet, undercushion, adhesive, carpet protection and subfloor patching compound.
- .3 Submit WHMIS MSDS - Material Safety Data Sheets acceptable to Labour Canada and Health Canada for carpet adhesive and seam adhesive. Indicate VOC content.
- .4 Submit data on specified products, describing physical and performance characteristics, sizes, patterns, colours, and methods of installation: Indicate special procedures and perimeter conditions requiring special attention.
- .5 Submit duplicate samples: sample size 200 mm long for each base type.
- .6 Submit duplicate laminate flooring, 300mm long of each option in manufacturers full range.
  - .1 Submit duplicate nosing, edge strips, thresholds, transition strips, expansion strips, 100mm long.
- .7 Submit duplicate 300 x 300 mm sample pieces of resilient sheet material.
  - .1 Submit duplicate nosing, edge strips, thresholds, transition strips, expansion strips, 100mm long.
- .8 Submit duplicate 300 x 300 mm sample piece of carpet material.

### 2.4 Storage, Handling and Protection

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions. Store products subject to damage from weather in weatherproof enclosures.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Remove and replace damaged products at own expense and to satisfaction of the Site Authority.
- .4 Temperature: Maintain ambient temperature of not less than 20° C from 48 hours before installation to at least 48 hours after completion of work.
- .5 Protect materials against dampness during and after delivery.
- .6 Defective or moldy product will be replaced at the cost of the contractor and will not be used in any application within the contract
- .7 Do not delivery material until "wet work" such as concrete and plastering have been completed and allowed to dry as required to provide acceptable substrate moisture content and room relative humidity range.
- .8 Store flooring, uncovered, in area of installation meeting environmental requirements, for minimum of 48 hours prior to commencing work.

### 2.5 Transportation

- .1 Pay costs of transportation of products required in performance of Work.

### 2.6 Manufacturer's Instructions

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.

- .2 Notify the Site Authority in writing, of conflicts between specifications and manufacturer's instructions, so that the Site Authority may establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements and any warranties voided by such, authorizes the Site Authority to require removal and re-installation at no increase in Contract Price or Contract Time.

### 2.7 Quality of Work

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the Site Authority if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. The Site Authority reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with the Site Authority, whose decision is final.

### 2.8 Remedial Work

- .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.
- .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.
- .3 Complete all remedial work within 3 days notice of deficiencies.

### 2.9 Preparation

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Ensure floors are clean and dry as recommended by flooring manufacturer.
- .5 As part of installation, remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .6 Report any rot or severe defects of the sub-floor which will require additional work, replacement, re-bracing etc, immediately to the Site Authority along with quotes if additional costs will be incurred.
- .7 Sub-floor replacement must conform to NBC 2010, CSA O121, "Douglas Fir Plywood"

### 2.10 Execution

- .1 Cut flooring neatly around fixed objects.
- .2 Install flooring in all floor access covers. Maintain floor pattern.
- .3 Terminate flooring at centerline of door in openings where adjacent floor finish or colour is dissimilar.
- .4 Fit neatly around architectural, mechanical, electrical and telephone outlets, and furniture fitments, around perimeter of rooms into recesses, and around projections.
- .5 Remove excess adhesive from floor, base and wall surfaces without damage.
- .6 Finish installation to present smooth wearing surface free from conspicuous seams, burring or other faults. Ensure perfect colour, pattern and texture match within any one area.
- .7 Reinstall of existing (or new) base, door stops, trims and transition elements removed in order to accomplish the installation of new flooring.
- .8 Trimming of doors where required to allow for an air gap of 19mm.
- .9 Clean flooring and all other surfaces to flooring manufacturer's printed instructions.
- .10 Protect new floors until final inspection.

### 2.11 Project Cleanliness

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by occupants or other Contractors.
- .2 Remove waste materials from site at regularly scheduled times or dispose of as directed by the Site Authority.
- .3 Provide on-site containers for collection of waste materials and debris.
- .4 Dispose of waste materials and debris off site.
- .5 Clean interior areas prior to start of finish work, and maintain areas free of dust and other contaminants during finishing operations.

- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

### 2.12 Final Cleaning

- .1 When Work is substantially complete, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Upon completion of work, remove waste products and debris, trim surfaces and leave work site clean and suitable for occupancy.
- .3 Prior to final review, remove surplus products, tools, construction machinery and equipment.
- .4 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .5 Leave Work clean and suitable for occupancy.
- .6 Use only cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or groundwater.

### 2.13 Inspection and Declaration

- .1 Contractor's Inspection: Conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents. Notify the Site Authority in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
- .2 Site Authority's Inspection: Allow access to Work both in preparation and in progress.
  - .1 The Site Authority may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Site Authority shall pay cost of examination and replacement.
- .3 The Site Authority and Contractor (where required) will perform inspection of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.
- .3 Completion: submit written certificate that following have been performed:
  - .1 Work has been completed and inspected for compliance with Contract Documents.
  - .2 Defects have been corrected and deficiencies have been completed.
  - .3 Work is complete and ready for Final Inspection.
  - .4 Final Inspection: when items noted above are completed, request final inspection of Work by the Site Authority, and Contractor. If Work is deemed incomplete by the Site Authority, complete outstanding items and request re-inspection.

### 2.14 Rejected Work

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by the Site Authority as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in the opinion of the Site Authority it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, the Site Authority may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by the Site Authority.

## Part 3 – SELECTIVE SITE DEMOLITION

### 3.1 Protection

- .1 Protect building systems, services and equipment.
- .2 Provide temporary dust screens, covers, railings, supports and other protection as required.

### 3.2 Removal, Salvage and Disposal

- .1 Remove parts of existing building to permit new work.
- .2 Remove existing flooring and accessories and wall base to receive new flooring.
- .3 Remove items to be reused, store as directed by the Site Authority, and reinstall under appropriate section of specification.
- .4 Dispose of removed materials, in accordance with authority having jurisdiction.

### 3.3 Flooring Removal

- .1 Conform to RFCI Recommended Work Practices for Removal of Resilient Floor coverings
- .2 Remove binding strips or other restrictive mouldings from doorways, walls, etc.
- .3 Old flooring to be removed by trained personnel.
- .4 Remove or treat old adhesives to prevent residual, old flooring adhesives from bleeding through to new flooring and/or interfering with bonding of new adhesives. Do not use solvents.
- .5 Remove sheet flooring using detergent solution.
- .6 Scrape felts while wet.

#### 3.4 Carpet Removal

- .1 Vacuum existing carpet and under cushion.
- .2 Apply fine mist water spray to carpet and undercushion as required to minimize dust generation during removal. Avoid spraying near electrical outlets.
- .3 Vacuum floor immediately after existing carpet and under cushion have been removed.
- .4 Remove existing carpet accessories and wall base to receive new flooring.

#### 3.5 Salvage for Re-use

- .1 Remove and salvage for re-use existing flooring accessories, base (if matching required product), door stops, trims and transition elements required for installation of new type of flooring.
- .2 Flooring accessories:
  - .1 Salvage flooring accessories for re-use as ordered by the Site Authority.
  - .2 Remove all nails from back to prevent face damage.

#### 3.6 Work by Others

- .1 Give the Site Authority 48 hr notice to provide plumbing services to remove toilet and hot water tanks.

#### 3.7 Restoration

- .1 Restore areas and existing works outside areas of demolition to conditions that existed prior to commencement of work.

### Part 4 – FINISH CARPENTRY

#### 4.1 References

- .1 Architectural Woodwork Manufacturers Association of Canada (AWMAC)
  - .1 AWMAC Quality Standards for Architectural Woodwork.
- .2 Canadian Standards Association (CSA)
  - .1 CSA B111-74, Wire Nails, Spikes and Staples.
  - .2 CSA O115-M, Hardwood and Decorative Plywood.
  - .3 CSA O121, Douglas Fir Plywood.
- .3 National Lumber Grades Authority (NLGA)
  - .1 Standard Grading Rules for Canadian Lumber.

#### 4.2 Standing and Running Trim

- .1 Wall base 1: 5/8 x 5" MDF; product must be locally available
- .2 Wall base 2: minimum 63 mm factory pre-finished solid stock or veneered to match plastic laminate flooring simulated wood species or wood species as selected by Site Authority from manufacturer's full standard range.
- .3 Other trim and molding may be required (door, window etc), product must be approved by PWGSC Representative.

#### 4.3 Accessories

- .1 Nails and staples: to CSA B111; galvanized to CAN/CSA-G164 for exterior work, interior humid areas and for treated lumber; plain finish elsewhere.
- .2 Wood screws: plain, electroplated, copper, brass, stainless steel, steel, type and size to suit application.

#### 4.4 Removal

- .1 Remove flooring accessories as per Part 3 - Selective Site Demolition.

#### 4.5 Installation

- .1 Do finish carpentry to Quality Standards of the Architectural Woodwork Manufacturers Association of Canada

(AWMAC), except where specified otherwise.

- .2 Scribe and cut as required, fit to abutting walls, and surfaces, fit properly into recesses and to accommodate piping, columns, fixtures, outlets, or other projecting, intersecting or penetrating objects.
- .3 Form joints to conceal shrinkage.
- .4 On-site painting: Paint on site factory primed bases with two coats latex semi-gloss, color selected by the Site Authority from manufacturer's standard color range.
- .5 Touch-up pre-finished bases to match.

#### 4.6 Construction

- .1 Fastening.
  - .1 Position items of finished carpentry work accurately, level, plumb, true and fasten or anchor securely.
  - .2 Nail base using a power nailer or 45 mm finishing nails, tightly against wall and floor surfaces.
- .2 Standing and running trim.
  - .1 Butt and cope internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
  - .2 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
- .3 Make joints in baseboard, where necessary using a 45° scarf type joint.
- .4 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round cleanly cut hole and plug with wood plug to match material being secured.
- .5 Replace trim with damage to wood surfaces including hammer and other bruises.

#### 3.4 Base Application

- .1 Lay out base to keep number of joints at minimum.
- .2 Nail base using a power nailer or 45 mm finishing nails, tightly against wall and floor surfaces.
- .3 Standing and running trim.
  - .1 Butt and cope internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
  - .2 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
  - .3 Make joints in baseboard, where necessary using a 45° scarf type joint.
  - .4 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round cleanly cut hole and plug with wood plug to match material being secured.
  - .5 Replace trim with damage to wood surfaces including hammer and other bruises.
- .4 Install straight and level to variation of 1:1000.
- .5 Scribe and fit to door frames and other obstructions. Use premoulded end pieces at flush door frames where applicable.
- .6 Cope internal corners. Use premoulded corner units for right angle external corners where necessary. Use formed straight base material for external corners of other angles.

### Part 5 – LAMINATE FLOORING

#### 5.1 References

- .1 American Society for Testing and Materials (ASTM)
  - .1 D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- .2 European Producers of Laminated Flooring (EPLF).

#### 5.2 Design Description

- .1 Floating floor installation: glueless tongue-and-groove design, interlock core joint locking system.

#### 5.3 Manufacturer's Guarantee

- .1 Provide, as per EPLF a minimum 20 yr, heavy residential/light commercial use Manufacturer's Guarantee made out to Her Majesty the Queen in Right of Canada.

#### 5.4 Sequencing and Scheduling

- .1 Install flooring prior to installation of wood bases.

#### 5.5 Laminate Flooring

- .1 Type: plastic laminate simulated wood appearance, planked design.
- .2 Rating: EPLF, AC3 Class 31 heavy residential/light commercial or moderate commercial.
- .3 Size: approximately 1190 x 200 mm.
- .4 Thickness: minimum 8 mm.
- .5 Core: resin impregnated high density fibreboard, moisture resistant.
- .6 Emission: less than 0.10 ppmv of formaldehyde emissions.
- .7 Slip resistance: greater than 0.50, ASTM D2047.
- .8 Color and species selection: from manufacturer's full color range selected by Engineer.

#### 5.6 Underlayment

- .1 Minimum 2.0 mm thick; must be minimum of STC 60 & IIC 62 for apartment applications and 54 STC, 60 IIC for row/detached application; mould and mildew resistant; must be approved green product.
- .2 Underlayment tape: as per manufacturer's recommendations.

#### 5.7 Accessories

- .1 Same species and grade as flooring and purpose made matching floor end cap and expansion moldings, transition strips and locking stair nosing.

#### 5.8 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Examine substrate and verify readiness to receive work.
- .3 Ensure floors are clean and dry by using test methods recommended by flooring manufacturer.
- .4 Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .5 Clean floor and apply filler; trowel and float to leave smooth, flat hard surface. Prohibit traffic until filler cured and dry.
- .6 Prime and/or seal sub-floor to flooring manufacturer's printed instructions.

#### 5.10 Installation

- .1 Maintain, unless otherwise recommended by manufacturer, 6 mm gap around perimeter at vertical conditions.
- .2 Install parallel to incoming light from any window or parallel to longest wall in room as approved by the Site Authority.

#### 5.11 Clean-Up

- .1 Dust mop and wipe clean using manufacturer's recommended cleaners.

### Part 6 – RESILIENT FLOORING

#### 6.1 References

- .1 American Society for Testing and Materials (ASTM International)
  - .1 ASTM F 1303-04(2009), Specification for Sheet Vinyl Floor Covering with Backing.
  - .2 Canadian Standards Association (CSA International)
- .2 CAN/CSA-ISO 14040, Environmental Management - Life Cycle Assessment - Principles and Framework.

#### 6.5 Sequencing and Scheduling

- .1 Install flooring prior to installation of:
  - .1 Toilet bowl.
  - .2 Wood bases.
  - .3 Hot water tank.

#### 6.6 Materials

- .1 Sheet vinyl with backing : to ASTM F 1303, residential.
  - .1 Printed vinyl construction, with rear guard protection.
  - .2 Wear layer: type 2 (0.51 mm minimum).
  - .3 Grade: 3
  - .4 Backing: Class A, fibrous composition, non-asbestos.
  - .5 Width of roll: 3.6 m

- .6 Pattern, texture and colour to be selected by PWGSC representative from manufacturer's full range.
- .2 Resilient stair tread: rubber, 38 mm vertical face, square nose, full tread deep, 6 mm thick, ribbed surface, pattern, and colour selected by PWGSC representative from manufacturer's full range.
- .3 Vinyl edge strips:
  - .1 Vinyl extruded, smooth with lip to extend under floor finish, shoulder flush with top of adjacent floor finish.
- .4 Primers and adhesives: of types recommended by resilient flooring manufacturer for specific material on applicable substrate, above, on or below grade.
- .5 Sub-floor filler and leveler as recommended by flooring manufacturer for use with their product.
- .6 Cementitious underlayment as recommended by flooring manufacturer suitable for over asphaltic cutback adhesive.
- .7 Sealer and wax: type recommended by resilient flooring material manufacturer for material type and location.
- .8 Sealants: silicone sealant mildew resistant.

### 6.7 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Ensure floors are clean and dry by using test methods recommended by flooring manufacturer.
- .3 Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .4 Clean floor and apply filler; trowel and float to leave smooth, flat hard surface. Prohibit traffic until filler cured and dry.
- .5 Prime and/or seal sub-floor to resilient flooring manufacturer's printed instructions.

### 6.8 Application Flooring

- .1 Provide a high ventilation rate, with maximum outside air, during installation, and for 48 to 48 hours after installation. If possible, vent directly to the outside. Do not let contaminated air re-circulate through a district or whole building air distribution system.
- .2 Apply low VOC and/or water based adhesive uniformly using recommended trowel. Do not spread more adhesive than can be covered by flooring before initial set takes place.
- .3 Lay flooring with seams parallel to building lines to produce a minimum number of seams. Border widths minimum 1/3 width of full material.
- .4 Run sheets in direction of traffic. Double cut sheet joints and continuously seal heat weld according to manufacturer's printed instructions.
- .5 As installation progresses, and after installation roll flooring with 45 kg minimum roller to ensure full adhesion.
- .6 Cut flooring neatly around fixed objects.
- .7 Install flooring in pan type floor access covers. Maintain floor pattern.
- .8 Terminate flooring at centre line of door in openings where adjacent floor finish or color is dissimilar.
- .9 Install vinyl edge strips at unprotected or exposed edges where flooring terminates.

### 6.9 Tile Application

- .1 Provide a high ventilation rate, with maximum outside air, during installation, and for 48 to 72 hours after installation. If possible, vent directly to the outside. Do not let contaminated air re-circulate through a district or whole building air distribution system.
- .2 To minimize emissions from adhesives, use water-based, solvent-free styrene-butadiene-rubber adhesive. Butadiene exposure may cause eye and nose irritations, headaches, dizziness, and vomiting.
- .3 Apply adhesive uniformly using recommended trowel in accordance with flooring manufacturer's instructions. Do not spread more adhesive than can be covered by flooring before initial set takes place.
- .4 Lay flooring with joints parallel to building lines to produce symmetrical tile pattern. Border tiles minimum half tile width.

### 6.10 Stairs Application

- .1 Finish stair risers with resilient sheet and install prior to tread material.
- .2 Install stair treads stair risers one piece for full width of stair. Adhere over entire surface and fit accurately.

### 3.5 Cleaning

- .1 Remove excess adhesive from floor, base and wall surfaces without damage.
- .2 Clean, seal and wax floor and base surface to flooring manufacturer's printed instructions.

## Part 7 – CARPET

### 7.1 References

- .1 American Association of Textile Chemists and Colorists (AATCC)
  - .1 AATCC 175, Stain Resistance: Pile Floor Coverings.
- .2 Canadian General Standards Board (CGSB)
  - .1 CGSB 20-GP-23M, Cushion, Carpet, Flexible Polymeric Material.
- .3 Carpet and Rug Institute (CRI)
  - .1 CRI-105, Standard Installation of Commercial Carpet.
  - .2 IAQ Carpet Testing Program.

### 7.2 Qualifications

- .1 Installer Qualifications:
  - .1 Flooring contractor requirements.
    - .1 Specialty contractor normally engaged in this type of work, with prior experience in installation of these types of materials.
  - .2 Be responsible for proper product installation, including floor testing and preparation as specified and in accordance with carpet manufacturers written instructions.

### 7.3 Delivery, Storage and Handling

- .1 Store packaged materials in original containers or wrapping with manufacturer's seals and labels intact.
- .2 Store carpeting and accessories in location as recommended by manufacturer. Store carpet and adhesive at minimum temperature of 18° C and relative humidity of maximum 65% for minimum of 48 hours before installation.
- .3 Prevent damage to materials during handling and storage. Keep materials under cover and free from dampness.
- .4 Store materials in area of installation for minimum period of 48 hours prior to installation.

### 7.4 Environmental Requirements

- .1 Moisture: Ensure substrate is within moisture limits and alkalinity limits prescribed by manufacturer. Prepare moisture testing and provide report on request.
- .3 Relative humidity: Maintain relative humidity between 10 and 65% RH for 48 hours before, during and 48 hours after installation.

### 7.5 Manufacturer's Guarantee

- .1 Provide, a minimum 10 yr Manufacturer's Guarantee made out to Her Majesty the Queen in Right of Canada.

### 1.8 Sequencing and Scheduling

- .1 Install carpet prior to installation of bases.

### 7.6 Material

- .1 Carpet material:
  - .1 Construction: Tufted Saxony with Stain Check
  - .2 Pile fibre: Nylon BCF.
  - .3 Pile Weight: min 1200 g/m<sup>2</sup> (36oz).
  - .4 Pile Height: 12.5 mm (1/2").
  - .5 Roll width: 3600mm (12').
  - .6 Colour, hue combination and pattern: as selected by the Site Authority from manufacturer's full range.
  - .7 Performance:
    - .1 Electrostatic propensity maximum:3000 V, to ATTCC 134.
    - .2 Tuft bind: 25 newtons average to ISO 4919.
    - .3 VOC emissions: certified, number indicating meeting or exceeding and approved under CCI or CRI Air Quality Programming.
    - .4 Inherent stain resistance not topical, minimum grade 6 to ATTCC175.
    - .5 Wear Guarantee: 10 yr.
- .2 Underpad:
  - .1 Material: Bonded Polyurethane.
  - .2 Conform to CGSB 20-GB-23M, Type chipfoam, medium firm.
  - .3 Density: 7lb/ft<sup>3</sup> minimum

- .4 Thickness: 11mm (7/16)
- .5 Width 1830mm (72")
- .6 Guarantee: to provide satisfactory performance for the service life of the original carpet.
- .7 Cushion is to follow rug manufacturer's recommended product so as not void warranties.
- .3 Carpet grippers and seaming tape: types recommended by carpet manufacturer.
- .4 Transition bars: vinyl finish.
- .5 Subfloor filler: white premix latex requiring only water to produce cementitious paste.

### 7.7 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Prepare floor surfaces in accordance with CRI-105 Standard for Installation of Commercial Carpet.

### 3.2 Installation

- .1 Install in accordance with manufacturer's printed instructions and in accordance with Carpet and Rug Institute Standard for Installation of Commercial Carpet, CRI 105.
- .2 Use transition strips at exposed carpet edges and center under doors at door openings.
- .3 Install under pad using minimum number of pieces. Secure under cushion to prevent shifting.
- .4 Butt edges firmly together. Install to edge of gripper and tape top of joints. Remove bubbles and slightly stretch.
- .5 Secure under pad at projections and penetrations, and where cut to contours and ramps.
- .6 Offset under pad seams at least 300 mm from carpet seams.
- .7 Install carpeting over under pad, full width of rooms, and secure at carpet grippers in accordance with manufacturer's written instructions, maintaining run of pile directionally constant.
- .8 Pre-condition carpeting following manufacturer's printed instructions.
- .9 Use material from same dye lot. Ensure color, pattern and texture match within anyone visual area. Maintain constant pile direction.
- .10 Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- .11 Install carpet smooth and free of bubbles, puckers, and other defects.
- .12 Install carpet grippers at junctions of walls and vertical surfaces. Secure gripper to prevent movement.
- .13 Install binder bars at exposed carpet edges and centre under doors in door openings.
- .14 Install carpet grippers (smooth edge) to conform to high and low spots in floor, using approved cement, concrete nails or approved stud driver.
- .15 Lay carpet on stairs with provision for future shifting at nose of treads.
- .16 When carpet is terminated at a doorway, ensure that the carpet and edge strip is centered under the door in the closed position. Traverse joint will be permitted only at change in direction or in widths of material. No joints shall be made at doors. Joints shall be made as to form invisible seams.
- .17 Seal edges of cut-outs with latex or binding method.
- .18 Carpet visibility of seams and joints to acceptable industry standards and PWGSC approval.

### 3.3 Protection of Finished Work

- .1 Vacuum carpets clean immediately after completion of installation. Protect traffic areas.
- .2 Prohibit traffic on carpet for a period of 24 hours until adhesive is cured.
- .3 Install carpet protection to satisfaction of the Site Authority.