

**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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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> Plumbing & Heating	
<b>Solicitation No. - N° de l'invitation</b> EW076-130538/A	<b>Date</b> 2012-08-22
<b>Client Reference No. - N° de référence du client</b> EW076-130538	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-011-9514
<b>File No. - N° de dossier</b> PWU-2-35131 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hugo (RPC), Tammey	<b>Buyer Id - Id de l'acheteur</b> pwu011
<b>Telephone No. - N° de téléphone</b> (780)497-3917 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101-50 TH AVENUE PO BOX 518 YELLOWKNIFE NORTHWEST TERRITORIES X1A 2N4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## B. RESULTING CONTRACT CLAUSES

### General Conditions:

(i) GC1 General Provisions	R2810D (2012-07-16);
(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);
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## ANNEXES

Annex A	Statement of Work
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## IMPORTANT NOTICE TO OFFERORS

### THIS RFSO CONTAINS A MANDATORY REQUIREMENT FOR CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD VERIFICATION

#### PART 1 - GENERAL INFORMATION

##### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
  - 6A, Standing Offer, and
  - 6B, Resulting Contract Clauses; and,
  - the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: 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, CLCA, SRCL, Code of Conduct for Procurement, Consent to Criminal Records Verification and any other annexes applicable to the requirement..

## 2. Summary

Plumbing and Heating Standing Offer, Various Locations, Inuvik, NWT.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works & Government Services Canada in the form of call ups for plumbing and heating work at the various locations, Inuvik, 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 \$320,000.00 (GST/HST not included).

This procurement contains a MANDATORY requirements. See Part 4 for details.

### "This Document Contains a Security Requirement"

There is a security requirement associated with this requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site. <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a29>

## 3. Health and Safety Requirements

There are Health and Safety requirements with requirement. See Annex C.

## 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.

## 5. Industrial Security Requirement:

There is a security requirement associated with this requirement. For additional information, see Part 4, Part 6A, and Annex F . For additional information on security requirements, proponents should consult the Industrial Security web site at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

## 6. Comprehensive Land Claim Agreement:

Contractors are hereby informed that this procurement is located in a land claims area. The requirements of the Gwich'in and Inuvialuit Land Claims and Self-Government Agreement will apply to the proposed procurement.

### 1.) Gwich'in Comprehensive Land Claim Agreement - see Annex F - a) .

The requirements of the Gwich'in Comprehensive Land Claim Agreement

<http://www.gwichin.nt.ca/documents/GCLCA3.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 10 of the Gwich'in Comprehensive Land Claim Agreement. (GCLCA)

### 2.) Inuvialuit Final Agreement - see Annex F - b).

The requirements of the Inuvialuit Final Agreement

[http://www.wmacns.ca/pdfs/1\\_IFA.pdf](http://www.wmacns.ca/pdfs/1_IFA.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: Section 16, of Part 1 of the Inuvialuit Final Agreement (IFA).

See Annex F - Supplemental Instructions, for more details

## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions and Conditions

- .1 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://sacc.pwgsc.gc.ca/sacc/query.do?lang=en&id=r&date=current&title=&detail=&type=all&action=search>

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 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is amended as follows:

**DELETE** sixty (60) days and **INSERT** ninety (90) days.

### 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 (Bidding 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 bid 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 form in the space provided

#### 2. Offer Preparation Instructions

.1 Offers are to be submitted on the form provided, duly completed, in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated for the receipt of offers on or before the date and time set for RFSO closing.

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

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

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

.4 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.

.5 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.

#### Payment by Credit Card

Canada requests that offerors complete Appendix 1 attached to the Offer.

(a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

(b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Certifications:** offers 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.
- .1 Offers shall be evaluated on the basis of the lowest price compliant offer being recommended for issuance of a Standing Offer.

In order for a bid to be assigned points for representations made in respect of any criterion as a result of Tlcho Representations, appropriately documented evidence of conformance with the stated objective of the criterion detailed in Annex F must be provided with the tender submission.

#### 1.1 Mandatory Criteria

##### **A. MANDATORY REQUIREMENTS - Required with the Offer**

*Offers not meeting the following Mandatory Requirements at the time of closing will be deemed non-compliant and receive no further consideration.*

- i.) Price Schedule - A rate must be entered for each item.
- ii.) Submission - Submit ANNEX E - OFFER (Part 6A) portion including all appendices. 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.
- iii.) Code of Conduct Certifications - Consent to a Criminal Record Verification (*see Part 5 - Certifications*)

##### **B. MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer**

*Failure to comply with the following Mandatory Requirements will result in rejection of the offer.*

- i) **Health & Safety Requirements** - per attached Annex C
- ii) Proof of Insurance - upon request, as contained in Part 6
- iii) Proof of Financial Capability - upon request, per Part 6
- iv) Security Requirements - as per Part 6
- 1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 6A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Canada will not delay the issuance of any standing offer to allow offerors to obtain the required clearance.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site.  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a29>

## 1.2 Financial Evaluation

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

1.2.1 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra.

The total bid price will then be reduced by the applicable percentage reduction (for evaluation purposes only) Achieved from Annex F, Tlicho Opportunities Consideration to achieve an Evaluated Price.

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.

## 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.

#### 1.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form **Consent to a Criminal Record Verification** (PWGSC-TPSGC 229), for each individual named in the list. (see *Annex H*)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

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

### **1. Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31> document on the Departmental Standard Procurement Documents Web site.

### **2. Financial Capability**

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

Should a bidder 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.

### **3. 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
  - Appendix 1
  - Credit Card Payments

#### 2. Security Requirement

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

For additional information on security requirements, proponents should consult the Industrial Security web site at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

#### 3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-07-16)
- .2 Supplementary Conditions,
- .3 Insurance, R2590D (2011-05-16);
- .4 Fair Wages and Hours of Labour - Labour Conditions, R2940D (2012-07-16);
- .5 Schedules of Wage Rates for Federal Construction Contracts;
- 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 3 years from date of issue.

**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 best value lowest price will be retained.

The Technical 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 SO.

Solicitation No. - N° de l'invitation

EW076-130538/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu011

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

EW076-130538

File No. - N° du dossier

PWU-2-35131

CCC No./N° CCC - FMS No/ N° VME

**8. CALL-UP INSTRUMENT**Public Works and  
Government Services  
CanadaTravaux 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  
commandeDated \_\_\_\_\_  
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 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 **\$320,000.00** (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 (2012-07-16), 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 6B, Resulting Contract Clauses;
- f) the supplemental general conditions;
- g) Annexes:  
Annex A, Statement of Work / Specifications, 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  
Annex G, Security Requirement Check List (SRCL).
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);
- i) results/commitments - Annex F

## 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**

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.

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following are the resulting contract documents:
  - (a) Call up form and Statement of Work when signed by Canada;
  - (b) General Conditions:
 

(i)	GC1	General Provisions	R2810D	(2012-07-16);
(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)
- 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 Contracting 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 Contracting 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

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.

#### **4.3 Payment of Invoices by Credit Card**

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

**ALL OTHER TERMS AND CONDITIONS OF PART 6 REMAIN IN FULL FORCE AND EFFECT.**

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## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	Comprehensive Land Claim Agreement
Annex G	Security Requirements Checklist
Annex H	Code of Conduct Certifications - Consent to a Criminal Records Verification

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## **ANNEX A**

### **STATEMENT OF WORK - SEE ATTACHED**

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## **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



## ANNEX C

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

#### WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers 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.

#### 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' Compensation Board  
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

### **NUNAVUT**

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

Telephone: (867) 669- 4403  
Facsimile: (867) 873- 0262

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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

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### ANNEX D Periodic Usage Report Form

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

Return to:

Tammey Hugo	780-497-3510	tammey.hugo@pwgsc-tpsg c.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
Ste. 500 - 10025 Jasper Avenue  
Edmonton, Alberta  
T8N 6A8

#### REPORT ON THE VOLUME OF BUSINESS

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

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

Description of Work	Call-up #	TOTAL BILLIN G

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

**PREPARED BY:**

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

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

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

## ANNEX E PART 6 (A) - OFFER

<b>Description of Work:</b> Inuvik, NT Various Projects , PWGSC Plumbing and Heating Maintenance Standing Offer  Standing Offer Solicitation No.: EW076-130538/A		

### 1. OFFER

- .1 This Standing Offer, hereinafter called the "Offer", is made by the undersigned Offeror, hereinafter called the "Offeror", to Her Majesty the Queen in right of Canada, hereinafter called "Her Majesty", as represented by the Minister of Public Works and Government Services, hereinafter called the "Minister";
- .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 Departmental Representative, hereinafter called the "Departmental Representative";
- .4 The individual Call-ups may be issued, from time to time, during the period of (3) Three Years following the date of this Offer, hereinafter called the "Term", or until the maximum amount as described in subsection 3.1 below is expended, whichever comes first.

### 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 90 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, 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 Her Majesty 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 Her Majesty.
- .6 A contract is formed between Her Majesty 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 Her Majesty 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 Her Majesty 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. for purposes of evaluation.

.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 0700 and 1600 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

ITEM	DESCRIPTION	ESTIMATED USAGE	UNIT	UNIT PRICE	EXTENDED PRICE
	<b>Year 1</b>				
	<b>Date of Issuance to Inclusive</b>				
<b>1.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday during regular working hours (0800-1700)</b>				
<b>1.10</b>	Journeyman Plumber	75	per Call	\$	\$
<b>1.20</b>	Apprentice Plumber (Min 3rd year)	25	per Call	\$	\$
<b>1.30</b>	Journeyman Gas Fitter	75	per Call	\$	\$
<b>1.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Call	\$	\$
<b>1.50</b>	Journeyman Burner Mechanic	30	per Call	\$	\$
<b>1.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Call	\$	\$
<b>2.00</b>	<b>Labour rate for additional hours after the first, Monday through Friday during regular hours (0800-1700)</b>				
<b>2.10</b>	Journeyman Plumber	75	per Hour	\$	\$
<b>2.20</b>	Apprentice Plumber (Min 3rd year)	25	per Hour	\$	\$
<b>2.30</b>	Journeyman Gas Fitter	75	per Hour	\$	\$
<b>2.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Hour	\$	\$
<b>2.50</b>	Journeyman Burner Mechanic	30	per Hour	\$	\$
<b>2.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Hour	\$	\$
<b>3.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday after regular working hours (1700-0800)</b>				
<b>3.10</b>	Journeyman Plumber	25	per Call	\$	\$



3.20	Apprentice Plumber (Min 3rd year)	5	per Call	\$	\$
3.30	Journeyman Gas Fitter	25	per Call	\$	\$
3.40	Apprentice Gas Fitter (Min 3rd year)	5	per Call	\$	\$
3.50	Journeyman Burner Mechanic	10	per Call	\$	\$
3.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
4.00	<b>Labour rate for additional hours after the first, Monday through Friday after regular hours (1700-0800)</b>				
4.10	Journeyman Plumber	25	per Hour	\$	\$
4.20	Apprentice Plumber (Min 3rd year)	5	per Hour	\$	\$
4.30	Journeyman Gas Fitter	25	per Hour	\$	\$
4.40	Apprentice Gas Fitter (Min 3rd year)	5	per Hour	\$	\$
4.50	Journeyman Burner Mechanic	10	per Hour	\$	\$
4.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
5.00	<b>Service Call rate for the first hour of on-site productive labour, on weekends and statutory holidays</b>				
5.10	Journeyman Plumber	5	per Call	\$	\$
5.20	Apprentice Plumber (Min 3rd year)	1	per Call	\$	\$
5.30	Journeyman Gas Fitter	5	per Call	\$	\$
5.40	Apprentice Gas Fitter (Min 3rd year)	1	per Call	\$	\$
5.50	Journeyman Burner Mechanic	5	per Call	\$	\$
5.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
6.00	<b>Labour rate for additional hours after the first, on weekends and statutory holidays</b>				
6.10	Journeyman Plumber	5	per Hour	\$	\$
6.20	Apprentice Plumber (Min 3rd year)	1	per Hour	\$	\$

6.30	Journeyman Gas Fitter	5	per Hour	\$	\$
6.40	Apprentice Gas Fitter (Min 3rd year)	1	per Hour	\$	\$
6.50	Journeyman Burner Mechanic	5	per Hour	\$	\$
6.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
7.00	<b>Annual Inspection &amp; Service of Boilers</b>	2	per Inspection	\$	\$
8.00	<b>Annual Inspection &amp; Service of Furnaces</b>	49	per Inspection	\$	\$
9.00	<b>Annual Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
10.00	<b>Monthly Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
11.00	<b>Air Conditioner</b>	2	per Inspection	\$	\$
12.00	<b>Material and Supplies at Contractor's cost plus a mark -up of .....(\$3000 x % =)</b>	3000		%	\$
	Sub Total A): Estimated Total Amount 1st Year GST Extra				\$

continued

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

	DESCRIPTION	ESTIMATED USAGE	UNIT	UNIT PRICE	EXTENDED PRICE
	<b>Year 2 01 June 2010 to May 31 2011 Inclusive</b>				
<b>1.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday during regular working hours (0800-1700)</b>				
<b>1.10</b>	Journeyman Plumber	75	per Call	\$	\$
<b>1.20</b>	Apprentice Plumber (Min 3rd year)	25	per Call	\$	\$
<b>1.30</b>	Journeyman Gas Fitter	75	per Call	\$	\$
<b>1.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Call	\$	\$
<b>1.50</b>	Journeyman Burner Mechanic	30	per Call	\$	\$
<b>1.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Call	\$	\$
<b>2.00</b>	Labour rate for additional hours after the first, Monday through Friday during regular hours (0800-1700)				
<b>2.10</b>	Journeyman Plumber	75	per Hour	\$	\$
<b>2.20</b>	Apprentice Plumber (Min 3rd year)	25	per Hour	\$	\$
<b>2.30</b>	Journeyman Gas Fitter	75	per Hour	\$	\$
<b>2.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Hour	\$	\$
<b>2.50</b>	Journeyman Burner Mechanic	30	per Hour	\$	\$
<b>2.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Hour	\$	\$
<b>3.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday after regular working hours (1700-0800)</b>				
<b>3.10</b>	Journeyman Plumber	25	per Call	\$	\$
<b>3.20</b>	Apprentice Plumber (Min 3rd year)	5	per Call	\$	\$
<b>3.30</b>	Journeyman Gas Fitter	25	per Call	\$	\$

3.40	Apprentice Gas Fitter (Min 3rd year)	5	per Call	\$	\$
3.50	Journeyman Burner Mechanic	10	per Call	\$	\$
3.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
4.0	<b>Labour rate for additional hours after the first, Monday through Friday after regular hours (1700-0800)</b>				
4.10	Journeyman Plumber	25	per Hour	\$	\$
4.20	Apprentice Plumber (Min 3rd year)	5	per Hour	\$	\$
4.30	Journeyman Gas Fitter	25	per Hour	\$	\$
4.40	Apprentice Gas Fitter (Min 3rd year)	5	per Hour	\$	\$
4.50	Journeyman Burner Mechanic	10	per Hour	\$	\$
4.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
5.00	<b>Service Call rate for the first hour of on-site productive labour, on weekends and statutory holidays</b>				
5.10	Journeyman Plumber	5	per Call	\$	\$
5.20	Apprentice Plumber (Min 3rd year)	1	per Call	\$	\$
5.30	Journeyman Gas Fitter	5	per Call	\$	\$
5.40	Apprentice Gas Fitter (Min 3rd year)	1	per Call	\$	\$
5.50	Journeyman Burner Mechanic	5	per Call	\$	\$
5.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
6.00	<b>Labour rate for additional hours after the first, on weekends and statutory holidays</b>				
6.10	Journeyman Plumber	5	per Hour	\$	\$
6.20	Apprentice Plumber (Min 3rd year)	1	per Hour	\$	\$
6.30	Journeyman Gas Fitter	5	per Hour	\$	\$

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Buyer ID - Id de l'acheteur

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6.40	Apprentice Gas Fitter (Min 3rd year)	1	per Hour	\$	\$
6.50	Journeyman Burner Mechanic	5	per Hour	\$	\$
6.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
7.00	<b>Annual Inspection &amp; Service of Boilers</b>	2	per Inspection	\$	\$
8.00	<b>Annual Inspection &amp; Service of Furnaces</b>	32	per Inspection	\$	\$
9.00	<b>Annual Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
10.00	<b>Monthly Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
11.00	<b>Air Conditioner</b>	2	per Inspection	\$	\$
12.00	<b>Material and Supplies at Contractor's cost plus a mark -up of .....(\$3000 x % =)</b>	3000		%	\$
	Sub Total B): Estimated Total Amount 2nd Year GST Extra				\$

Continued

**SCHEDULE C) Year 3**

	DESCRIPTION	ESTIMATED USAGE	UNIT	UNIT PRICE	EXTENDED PRICE
	<b>Year 2 01 June 2010 to May 31 2011 Inclusive</b>				
<b>1.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday during regular working hours (0800-1700)</b>				
<b>1.10</b>	Journeyman Plumber	75	per Call	\$	\$
<b>1.20</b>	Apprentice Plumber (Min 3rd year)	25	per Call	\$	\$
<b>1.30</b>	Journeyman Gas Fitter	75	per Call	\$	\$
<b>1.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Call	\$	\$
<b>1.50</b>	Journeyman Burner Mechanic	30	per Call	\$	\$
<b>1.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Call	\$	\$
<b>2.00</b>	Labour rate for additional hours after the first, Monday through Friday during regular hours (0800-1700)				
<b>2.10</b>	Journeyman Plumber	75	per Hour	\$	\$
<b>2.20</b>	Apprentice Plumber (Min 3rd year)	25	per Hour	\$	\$
<b>2.30</b>	Journeyman Gas Fitter	75	per Hour	\$	\$
<b>2.40</b>	Apprentice Gas Fitter (Min 3rd year)	25	per Hour	\$	\$
<b>2.50</b>	Journeyman Burner Mechanic	30	per Hour	\$	\$
<b>2.60</b>	Apprentice Burner Mechanic (Min 3rd year)	10	per Hour	\$	\$
<b>3.00</b>	<b>Service Call rate for the first hour of on-site productive labour Monday through Friday after regular working hours (1700-0800)</b>				
<b>3.10</b>	Journeyman Plumber	25	per Call	\$	\$
<b>3.20</b>	Apprentice Plumber (Min 3rd year)	5	per Call	\$	\$
<b>3.30</b>	Journeyman Gas Fitter	25	per Call	\$	\$

3.40	Apprentice Gas Fitter (Min 3rd year)	5	per Call	\$	\$
3.50	Journeyman Burner Mechanic	10	per Call	\$	\$
3.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
4.0	<b>Labour rate for additional hours after the first, Monday through Friday after regular hours (1700-0800)</b>				
4.10	Journeyman Plumber	25	per Hour	\$	\$
4.20	Apprentice Plumber (Min 3rd year)	5	per Hour	\$	\$
4.30	Journeyman Gas Fitter	25	per Hour	\$	\$
4.40	Apprentice Gas Fitter (Min 3rd year)	5	per Hour	\$	\$
4.50	Journeyman Burner Mechanic	10	per Hour	\$	\$
4.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
5.00	<b>Service Call rate for the first hour of on-site productive labour, on weekends and statutory holidays</b>				
5.10	Journeyman Plumber	5	per Call	\$	\$
5.20	Apprentice Plumber (Min 3rd year)	1	per Call	\$	\$
5.30	Journeyman Gas Fitter	5	per Call	\$	\$
5.40	Apprentice Gas Fitter (Min 3rd year)	1	per Call	\$	\$
5.50	Journeyman Burner Mechanic	5	per Call	\$	\$
5.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Call	\$	\$
6.00	<b>Labour rate for additional hours after the first, on weekends and statutory holidays</b>				
6.10	Journeyman Plumber	5	per Hour	\$	\$
6.20	Apprentice Plumber (Min 3rd year)	1	per Hour	\$	\$
6.30	Journeyman Gas Fitter	5	per Hour	\$	\$

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6.40	Apprentice Gas Fitter (Min 3rd year)	1	per Hour	\$	\$
6.50	Journeyman Burner Mechanic	5	per Hour	\$	\$
6.60	Apprentice Burner Mechanic (Min 3rd year)	1	per Hour	\$	\$
7.00	<b>Annual Inspection &amp; Service of Boilers</b>	2	per Inspection	\$	\$
8.00	<b>Annual Inspection &amp; Service of Furnaces</b>	32	per Inspection	\$	\$
9.00	<b>Annual Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
10.00	<b>Monthly Inspect / Test Sprinkler Systems</b>	3	per Inspection	\$	\$
11.00	<b>Air Conditioner</b>	2	per Inspection	\$	\$
12.00	<b>Material and Supplies at Contractor's cost plus a mark -up of .....(\$3000 x % =)</b>	3000		%	\$
	Sub Total C): Estimated Total Amount 3rd Year GST Extra				\$

Continued



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

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 one standing offer will be issued to the lowest compliant offeror.**

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 Inuvialut and/or Gwich'in Agreement.

SIGNATURE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

)

**ANNEX F****Comprehensive Land Claims Agreements**

- .1 The following Comprehensive Land Claims Agreements apply to this procurement as detailed below:
  - Gwich'in Comprehensive Land Claim Agreement: for deliveries to Inuvik in the Northwest Territories (NT)
  - Inuvialuit Final Agreement: for deliveries to Inuvik in the Northwest Territories (NT)
- .2 The total maximum assessed points for benefits under the Inuvialuit Settlement Area Bid Criteria and Gwich'in Settlement Area Bid Criteria will not exceed 10 points.
- .3 In this requirement the "Representations" will allow for up to a maximum of 5% increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the Inuvialuit Settlement Region Bid Criteria, and the Gwich'in Settlement Region Bid Criteria. This provides for socioeconomic benefits in the regions.
- .4 Assessed points for socioeconomic benefits will be only allocated for responsive submissions.
- .5 The GCLCA and the IFA are available at the following Aboriginal Affairs and Northern Development Canada web site: <http://www.ainc-inac.gc.ca/al/ldc/ccl/fagr/index-eng.asp>

**A) Gwich'in Comprehensive Land Claim Agreement (1992)**

The requirements of the Gwich'in Comprehensive Land Claim Agreement (<http://www.gwichin.nt.ca/documents/GCLCA3.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 10 of the Gwich'in Comprehensive Land Claim Agreement (GCLCA).

In compliance with the requirements of Chapter 10 - Economic Measures, of the Gwich'in Comprehensive Land Claim Agreement, the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Gwich'in Settlement Area Bid Criteria**

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 "Gwich'in Representations" will allow for maximum of 5 points increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region. The points will be awarded on an "All or Nothing" basis. For example, if there is one or more offices in the Gwich'in Settlement area - 2 points will be awarded. If there are no offices in the Gwich'in Settlement area - no points will be awarded.

BID CRITERIA	AVAILABLE POINTS
The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Gwich'in.	1 Point
The employment of Gwich'in labor, engagement of Gwich'in professional services.	2 Points
The use of suppliers that are Gwich'in or Gwich'in firms in carrying out the contract.	2 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>5 Points</b>

For purposes of interpretation:

- "Gwich'in" is defined in Article 2.1.1 of the GCLCA;
- "Gwich'in firm" means a firm listed on the Gwich'in Business Directory ([www.gwichin.nt.ca/DirectoryCategoryListing](http://www.gwichin.nt.ca/DirectoryCategoryListing));

## B) Inuvialuit Final Agreement (1984)

The requirements of the Inuvialuit Final Agreement ([http://www.wmacns.ca/pdfs/1\\_IFA.pdf](http://www.wmacns.ca/pdfs/1_IFA.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: Section 16, of Part 1 of the Inuvialuit Final Agreement (IFA).

In compliance with the requirements of Section 16 - Economic Measures, of the Inuvialuit Final Agreement the following conditions shall apply in the award of any Contract resulting from this solicitation:

### Inuvialuit Settlement Region Bid Criteria

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 "Inuvialuit Representations" will allow for up to a maximum of 5 points increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region. The points will be awarded on an "All or Nothing" basis. For example, if there is one or more offices in the Inuvialuit land claim area - 2 points will be awarded. If there are no offices in the Inuvialuit land claim area - no points will be awarded.

BID CRITERIA	AVAILABLE POINTS
The undertaking of commitments, under the contract, with respect to on-the-job training opportunities or skills development for Inuvialuit.	1 Point
The employment of Inuvialuit labor, engagement of Inuvialuit professional services.	2 Points
The undertaking of local Inuvialuit businesses or firms in carrying out sub-contracting.	2 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>5 Points</b>

For purposes of interpretation:

- "Inuvialuit" is defined in chapter 2 of the IFA;
- "Inuvialuit business or firm" is as defined under "Inuvialuit" in Article 16(1) of the IFA, or as listed on the Inuvialuit Business List ([www.irc.inuvialuit.com/corporate/ibl/](http://www.irc.inuvialuit.com/corporate/ibl/))

For more information on the contents of these lists, please contact:

Inuvialuit Development Corporation  
P.O. Bag # 7  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2419  
Facsimile: 867-777-3256

Inuvialuit Regional Corporation  
P.O. Box 2120  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2737  
Facsimile: 867-777-2135

### **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 "Inuvialuit Representations" and/or "Gwich'in 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 "Inuvialuit Representations" and/or "Gwich'in Representations" and that untrue statements may result in the tender being declared non-responsive.

Include the Comprehensive Land Claim Agreement information with the Price Proposal Envelope.

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

The Bidder acknowledges that:

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

## Liquidated Damages

### 1. The contractor acknowledges that:

1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuvialuit of the Inuvialuit Settlement Area and Her Majesty the Queen in right of Canada (the "Inuvialuit Agreement"); and, Gwich'in of the Gwich'in Settlement Area and Her Majesty the Queen in right of Canada (the "Gwich'in Agreement"); and

1.2 pursuant to Section 16. of the "Inuvialuit Agreement", the bid criteria included in the RFP 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 undertaking of commitments, under the contract, with respect to on-the-job training opportunities or skills development for Inuvialuit;

1.2.2 The employment of Inuvialuit labor, engagement of Inuvialuit professional services; and

1.2.3 The undertaking of local Inuvialuit businesses or firms in carrying out sub-contracting

1.3 pursuant to Chapter 10 of the "Gwich'in Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.3.1 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Gwich'in;

1.3.2 The employment of Gwich'in labor, engagement of Gwich'in professional services; and

1.3.3 The use of suppliers that are Gwich'in or Gwich'in firms in carrying out the contract.

### 2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Inuvialuit Representations") as contemplated in paragraph 1.2 above in its bid for this contract (To be completed at time of contract award):

#### COMMITMENT

#### ASSIGNED POINT

2.1

2.2

2.3

### 2.1 The contractor acknowledges and confirms that it made the following commitments (collectively the "Gwich'in Representations") as contemplated in paragraph 1.3 above in its bid for this contract (To be completed at time of contract award):

#### COMMITMENT

#### ASSIGNED POINT

2.1

2.2

2.3

3. The contractor acknowledges that the "Inuvialuit Representations" & "Gwich'in Representations":

3.1 are covenants under this contract; and

3.2 each 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 "Inuvialuit Representations" and/or "Gwich'in Representations", Her Majesty shall be entitled to terminate the contract or in its sole discretion set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Inuvialuit Representation" & "Gwich'in Representations", 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.

6. A bi-annual report showing items 1.2 & 1.3 will be requested to ensure compliance with the Inuvialuit Agreement & the Gwich'in Agreement.

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## **ANNEX G - SECURITY REQUIREMENTS CHECKLIST (SRCL)**

As Attached

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## **ANNEX H**

### **Code of Conduct Certifications - Consent to a Criminal Record Verification**

Page 1

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

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



**ANNEX H**  
**Code of Conduct Certifications - Consent to a Criminal Record Verification**  
Page 2

**SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)**



Public Works and Government  
Services  
Canada

Travaux publics et Services  
gouvernementaux  
Canada

Protected (when completed and received by government)  
Protégé (lorsque rempli et reçu par le gouvernement)

If completed manually, please print  
Si rempli manuellement, veuillez écrire en lettres moulées

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION**  
**CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Officer/Supplier and provided with the Bid/Offer/Arrangement.  
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

<b>A PRIVACY ACT STATEMENT</b> <b>ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS</b>	
<p>The personal information requested on this form is collected under the authority of subsection 750(3) of the Criminal Code, paragraph 42(1(c)) of the Financial Administration Act, and sections 7 and 21 of the Department of Public Works and Government Services Act. The information will be used for validating the criminal conviction of the individual obtaining or maintaining a contract with other government of provincial, territorial, and federal is required to conduct the criminal record verification.</p> <p><b>SAMPLE ONLY</b></p> <p>USE FORM AVAILABLE ONLINE AT WEB SITE INDICATED IN SI01 3.1 b.</p>	<p>Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du Code criminel, du paragraphe 42(1(c)) de la Loi sur la gestion des finances publiques et des articles 7 et 21 de la Loi sur le ministère des Travaux publics et des Services gouvernementaux. Ces renseignements sont utilisés pour valider les attestations de criminalité des personnes qui obtiennent ou conservent un contrat avec d'autres gouvernements provinciaux, territoriaux et fédéraux, dans le cadre de la vérification des condamnations.</p>
<p>A refusal to provide information in this form, or a refusal to sign the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.</p> <p>The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the Privacy Act.</p>	<p>Le refus de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.</p> <p>Les renseignements personnels sont décrits dans les fichiers de renseignements personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la Loi sur la protection des renseignements personnels.</p>

<b>B BIOGRAPHICAL INFORMATION - Must be completed by the individual</b> <b>RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu</b>		
Family Name (Last Name) - Nom (de famille)	Family Name at Birth - Nom de famille à la naissance	
Full Given Names (No initials) - Prénoms au complet (aucune initiale)		
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)		
Gender - Sexe <input type="checkbox"/> Male Masculin <input type="checkbox"/> Female Féminin	Date of Birth - Date de naissance (Y-A M D-J)	
<b>Current Residential Information</b> <b>Information résidentielle actuelle</b>		
Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue
City - Ville	Province	Postal Code - Code postal

PWGSC-TPSGC 229 (2012/06)

Solicitation No. - N° de l'invitation

EW076-130538/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pww011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EW076-130538

PWU-2-35131

**ANNEX H****Code of Conduct Certifications - Consent to a Criminal Record Verification**

Page 3

**SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)**

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>		
I, the undersigned, confirm that I have read and understand the above Privacy Act statement and that I consent to the collection and use of my personal information as described therein.		Je, soussigné, confirme avoir pris connaissance de l'énoncé concernant la Loi sur la protection des renseignements personnels et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.	
Signature		<div style="border: 1px solid black; padding: 5px; text-align: center;">SAMPLE ONLY</div>	
Print Name - Nom en lettres moulées		USE FORM AVAILABLE ONLINE AT WEB SITE INDICATED IN SI01 3.1 b.	Date (Y-A M D-J)
<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>		
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante			
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande	
Requesting Contact Person - Personne-ressource requérante		Contact Person Tel. No. - N° de tél. de la personne-ressource	

## APPENDIX 1

### H3027T Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

☐ VISA

☐ MasterCard

OR

☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Inuvik Pl&amp;Heating

**Service Site Authority****Maintenance Specialist****Part 1 Scope of Work****1.1 General**

Work to be performed under the Standing Offer Agreement (SOA) includes the following:

- .1 Maintenance and inspections of oil-fired furnaces, hot water tanks and boilers;
- .2 Maintenance and repairs of heating and , plumbing systems;
- .3 Maintenance, inspection and start up of Air Conditioning unit(s);

**1.2 Location**

- .1 Work sites will include Public Works & Government Services Canada (PWGSC) Housing Units, Federal Buildings and any other building that falls under PWGSC jurisdiction in the Inuvik, NT area.

**1.3 Service to be Performed by the Contractor**

- 1. The Contractor shall be on site working to "Routine" requests for service within one working day of being notified by the Site Authority.
- 2. The Contractor shall reply with an acknowledgment of receipt to an "Emergency or Urgent" request from the Site Authority within fifteen (15) minutes of being notified on a twenty-four (24) hour, seven (7) day per week basis. Work shall commence within one (1) hour of notification.
- 3. The Contractor, when requested by the Site Authority for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. Any work that is life threatening or damaging to the building/property should be completed immediately. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed itemized account of the repairs required to put the equipment in proper working order.

1.3 Service to be Performed  
by the Contractor (cont).

4. Quotes for non-essential repairs should be provided to the Site Authority who will review. Work will not proceed until Contractor has received written authorization from the Site Authority.
5. The Contractor shall contact the Site Authority upon entering and leaving the premises when applicable.
6. The Contractor shall deliver written notices to the occupants no less than 24 hrs in advance of any scheduled services planned.
7. The Contractor is to provide telephone numbers for regular service calls and after hours call outs.

1.3A Service to be performed  
by the Department

1. The Site Authority shall issue a Job Order providing a statement of the work required for each job.
- .2 The Site Authority shall provide drawings and specifications on as required basis.

1.4 Departmental Representative /  
Contractor Authorized Personnel

1. PWGSC: Work or services performed under this requirement shall be to the satisfaction of the PWGSC Site Authority or their delegate.
2. Contractor: On award, the Contractor must provide names of personnel performing work complete with proof of their qualifications.

1.5 Licenses and Permits

- .1 The Contractor shall be responsible for obtaining and paying for all licenses and permits required to perform the work requested. Obtain all inspections from authorities having jurisdiction.
- .2 Provide the authorities having jurisdiction with all information requested.
- .3 Furnish these certificates and permits when requested.

**PART 2 - General Requirements**

**2.1 Use of Site**

- .1 Limited to areas of work.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Do not store materials on site without Site Authority approval.

**2.2 Codes and Standards**

Execute the work to meet or exceed all applicable codes and standards, including but not limited to:

- .1 National Building Code of Canada, (latest edition).
- .2 Part IV of the Canada Labour Code, (latest edition).
- .3 Fire Commission of Canada #301 Standard of Building Construction Operations, (latest edition).
- .4 Canadian Plumbing Code (latest edition)
- .5 Canadian Construction Safety Code, Provincial/Territorial Government, Worker's Compensation Board and Municipal Statutes and authorities (latest edition).
- .6 Canadian Electrical Code, Part I, CSA C22.1-1990.
- .7 National Fire Code 2002
- .8 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations, National Association of Fire Equipment Distributors (NAFED) and referenced organizations.
- .9 These standards shall be part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

2.2 Codes and Standards (cont).

- .10 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .11 The work shall be carried out in accordance with NFPA 13A, NPPA 17A, and manufactures instructions.
- .12 All of the above codes and standards in effect at the time of award are subject to changes/revisions. The latest editions of each shall be enforced during the term of the Contract.

2.3 Examination

- .1 Examine the existing conditions and determine those conditions affecting the work.

2.4 Cleaning

- .1 Maintain work area free of accumulated waste and rubbish.
- .2 Remove and dispose of debris, used and obsolete material on a daily basis.
- .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials, form sight exposed interior and exterior finished surfaces affected by contract work.

2.5 Cutting and Fitting Patching

- .1 Cut, fit and patch where required for work under this SOA. Make good all disturbed surfaces to original condition.

2.6 Coordination and Protection

- .1 Execute work with minimum disturbance to occupants, public and normal use of the buildings. Make arrangements with Site Authority to facilitate execution of work.
- .2 Protect existing work from damage.
- .3 Obtain Site Authority's approval before cutting, boring or sleeving load bearing members.
- .4 All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.

2.7 Qualifications & Certifications  
of Personnel

- .1 All work shall be performed by qualified trades persons. A copy of the Journeyman ticket or Apprentice registration numbers are to made available to the Site Authority.
- .2 Only a certified technician who has successfully completed an ODS environmental awareness course that covers recycling, recovery and handling procedures of halo carbon refrigerants and is accepted in three or more provinces may install, service, leak test or charge A/C system(s).
- .3 PWGSC reserves the right to verify/ substantiate the qualification of any person(s) performing work under the Contract. This verification must be produced in the way of letters or certificates from the appropriate agencies.
- .4 The Contractor shall not subcontract any of the work outlined herein, without the written consent of Public Works & Government Services Canada.

2.8 Material and Equipment

- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
- .2 Where there is no alternative to supplying equipment which is not CSA approved, obtain special approval from Site Authority.
- .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.
- .4 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .5 Deliver, store and maintain materials with manufacturer's seals and labels intact.
- .6 The Contractor shall store materials in accordance with the manufacture's and suppliers instructions.
- .7 PWGSC accepts no responsibility for materials or equipment stored on site.



2.8 Material and Equipment (cont).

- .8 Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installations for inclusion in the building inventory file.

2.9 Security Clearance Requirements.

- .1 All employees must be cleared to an Enhanced Reliability through PWGSC before entering the various buildings. Employees who are not security cleared will not be allowed on site.

2.10 Meetings

- .1 Attend meetings at site when notified by the Site Authority Representative.

2.11 Maintenance Manuals / Log Books / Reports and Deliverables

- .1 Maintenance manuals are to be obtained and kept by the Contractor for each type of fire system being serviced.
- .2 Note results of inspections in log books. Keep a readily available record, in each boiler room of all testing and inspections.
- .3 A record of all inspections, testing and maintenance shall be provided to the Site Authority.

2.12 Non-smoking

- .1 Smoking is prohibited inside all Crown facilities in accordance with the Government of the Northwest Territories Environmental Tobacco Smoke Work Site Regulations. Smoking is prohibited within 3 meters of any entrance or exit to a Crown- Owned facility.

**PART 3 - Execution**

3.1 Workmanship

- .1 All workmanship is subject to inspection and approval of the Site Authority.
- .2 All work shall be performed by skilled tradesmen and supervised by a competent foreman at all times.

3.2 Work Coordination

- .1 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Site Authority.

3.3 Maintenance Types defined as:

The Journeyman shall carry out and assist in various types of maintenance as requested by PWGSC. Maintenance types defined as:

1. **Preventative Maintenance:** Inspecting, testing and reconditioning a system at regular intervals as instructed by PWGSC, intended to prevent failures.
2. **Breakdown Maintenance:** Repairs to damaged equipment due to failures.
3. **Predictive Maintenance:** Declared in advance, on the basis of observation, experience or scientific reasons.
4. **Development Maintenance:** The act of developing new maintenance methods and procedures.
5. **Air Conditioning Systems:** The work must be performed in accordance with the Refrigerant Code of Practice.

3.4 Maintenance Types defined as:  
Plumbing / HVAC Annual Inspections

1. Mechanical Equipment, Furnaces, Boilers, Hot Water Tanks & A/C's: Scheduled annual inspection and maintenance service shall be completed in accordance with Manufacturers instructions
2. Execute the work to meet or exceed all applicable codes and standards.

3.4A Maintenance Types defined as:  
Plumbing / HVAC Monthly inspections.

1. Conduct preventative maintenance inspection of mechanical rooms at the Government of Canada Building, any Crown Owned Apartment Buildings, if applicable to the site, and the Pump House at Rycon Drive.
2. This will include all of the mechanical systems including exhaust fans in the attic of the Crown Owned Apartment Building if applicable to the site.
3. Filters and belts to be changed if required and lubricate components in accordance with manufacturers instructions.
4. Note results of inspection in log book. Keep a readily available record, in each building's boiler room, of all testing and inspection. Notify PWGSC Site Authority of any required repairs.

3.5 Warranty and Guarantee

- .1 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.
- .2 The Contractor shall provide a written warranty against defects in workmanship and materials for a period of one (1) year. Such guarantee shall be made out to Her Majesty in Right of Canada. Guarantee to be dated from date of acceptance of work performed.



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EW076-13-0538

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).