

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

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

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

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

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

**Comments - Commentaires**

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

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

<b>Title - Sujet</b> Carpentry Services - Yellowknife	
<b>Solicitation No. - N° de l'invitation</b> EW076-140515/A	<b>Date</b> 2013-10-10
<b>Client Reference No. - N° de référence du client</b> PWGSC	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-009-9968
<b>File No. - N° de dossier</b> PWU-3-36073 (009)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-30</b>	
<b>Time Zone 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> Davyduke (RPC), Katherine	<b>Buyer Id - Id de l'acheteur</b> pwu009
<b>Telephone No. - N° de téléphone</b> (780)497-3547 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101-50 Ave, PO Box 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**B. RESULTING CONTRACT CLAUSES**

## General Conditions:

(i) GC1 General Provisions	R2810D (2013-04-25);
(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 (2013-04-25);
(vii) GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
(viii) GC8 Dispute Resolution	R2884D (2008-05-12);
(ix) GC9 Insurance	R2590D (2011-05-16);

## Supplementary Conditions, if any;

Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);

**ANNEXES**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

Part 1, General Information: provides a general description of the requirement;

Part 2, Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

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

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

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

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

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

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

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

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

### 2. Summary

General Carpentry Standing Offer, Various Crown Housing, Yellowknife, NT.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada in the form of call ups for general carpentry work at various locations in Yellowknife, NT. Services are to be provided on an "as required" basis. It is anticipated that 3 firms will be issued a standing offer. The standing offer will be issued for a term of two (2) years with two - one year option years. The total expenditures over the term is estimated at \$837,625.00 (GST/HST included). This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

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

Contractors are hereby informed that this procurement is located in a land claims area. See Annex G

### 3. Health & Safety Requirements

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

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#### **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.

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## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

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

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

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

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

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

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

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

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

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

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

#### 2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

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

### 2. Offer Preparation Instructions

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

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

Section II: Certifications (1 hard copies)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

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

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

#### Section I: Financial Offer

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

#### Section II: Certifications

Offerors must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the lowest price compliant offer, with the lowest offer being ranked first, the second lowest offer second, and so on.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

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

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

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

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

#### 1.2. Financial Evaluation

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

1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that three standing offer holders will be issued to the lowest compliant offerors.

### 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 Up to three firms will be issued a standing offer.

3.2 The Value of the Work will be distributed proportionally between the ranked firms.

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- Where 3 Standing Offers are authorized - 45% for the top ranked firm, 30% for the 2nd, and 25% for the 3rd.
- Where 2 Standing Offers are authorized - 60% for the top ranked firm, and 40% for the 2nd.
- Where 1 Standing Offer is authorized - 100% for the top ranked firm.

In the event that there are not 3 Standing Offers issued, the work distribution will be modified in similar proportions.

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## PART 5 - CERTIFICATIONS

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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the 2006 (2013-06-01) Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

#### 2.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

#### 2.2 Additional Certifications Precedent to Issuance of a Standing Offer

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

**2.2.3 Health & Safety Requirements** - per attached Annex C .

**2.2.4 Insurance**, per article 3 of Part 6. (R2590D GC9 - Insurance)

**2.2.5 Proof of Financial Capability** - upon request, per article 2 of Part 6.

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## PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Financial Capability

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

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

### 2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

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

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

## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

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

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

#### 2. Security Requirement

Not Applicable

#### 3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-11-19)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- 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/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award for a two year period.

## 4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 5 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 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 & Government Services Canada

## 7. Call-up Procedures

1. Proportional basis: call-ups shall be issued on a proportional basis such that the offeror of the highest ranked standing offer receives the largest predetermined amount of the work, the offeror of the second highest ranked standing offer receives the second largest predetermined amount of the work, etc. This call-up procedure will be followed, unless an offeror did not perform satisfactorily on previous call-ups and a decision has been made not to call upon them again or if they are unable to respond within the specified response time or provide the requisite service, then another offeror may be contacted to perform the work.

For each individual Call-Up, contractors will be approached and considered using a Distribution System. This system will track all call-ups assigned to each contractor and will maintain a running total of the Value of Business Distributed. The system will contain for each contractor an Ideal Business Distribution percentage which has been established as follows; 45% of the business for

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the top ranked contractor, 30% for the 2nd ranked consultant and 25% for the third ranked contractor. In the event fewer than three (3) contractors are successful, the work distribution will be modified in similar proportions. The contractor who is furthest under the ideal amount of business that they should have received in relation to the other contractor will be selected for the next call-up.

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.

Offerors estimated proportion based on Evaluation is: 45%

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**8. CALL-UP INSTRUMENT**

Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

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

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

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

Call-up no.  
- No de  
commande

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

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

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

Work description - Description des travaux	

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

PWGSC-TPSGC 2829 (03/2006)

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## 9. Limitation of Call-ups

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

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$664,256.56 (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 11. Priority Documents

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

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

## 12. Certifications

### 12.1 Compliance

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

## 13. Applicable Laws

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

#### 14. Estimates

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

#### 15. Offeror Contact Information

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## PART 7 (B) - RESULTING CONTRACT CLAUSES

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

(i)	GC1	General Provisions	R2810D	(2013-04-25);
(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	(2013-04-25);
(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:
 

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
  
  - 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:
 

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

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

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

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

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

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

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

## 1. SUPPLEMENTAL CONDITIONS

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

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

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

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

### 1.2. Periodic Reports

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

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

### 1.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Authority. The reported data should include the data shown at Annex C.

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Quarterly periods are defined as follows:

- 1st quarter: April 1, to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report. Electronic reports must be completed and forwarded to the PWGSC Standing Offer Authority no later than 15 calendar days after the end of the quarterly period.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

## 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

### 3.1 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

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(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.

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

### **3.3 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.

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## ANNEXES

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

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**ANNEX A**

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

Total Estimated Cost - Limitation of Expenditure: \$837,625.00 GST/HST included)

## ANNEX C

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

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

##### WCB AND SAFETY PROGRAM

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

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

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

##### Workplace Safety and Health

##### 1. EMPLOYER/PRINCIPAL CONTRACTOR

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

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

## 2. SUBMITTALS

### 2.1 The Contractor shall provide to Canada:

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

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

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

2.1.2.2 a site specific Health and Safety Plan as requested.

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

## 3. LABOUR AUTHORITY CONTACT:

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

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

### **NORTHWEST TERRITORIES**

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

Telephone: (867) 669-4418

Facsimile: (867) 873-0262

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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:

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

at:

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

**REPORT ON THE VOLUME OF BUSINESS**

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

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

Description of Work	Call-up #	TOTAL 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 OFFER

**Description of Work:** Yellowknife, Northwest Territories  
General Carpentry, PWGSC  
General Carpentry Standing Offer

### 1. OFFER

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

### 2. GENERAL PROVISIONS

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

The Offeror agrees

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

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

### 3. FINANCIAL TERMS

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

- .1 The prices requested in the Offer are:
  - .1 hourly rates for regular hours;
  - .2 hourly rate for each hour outside of regular hours; and
  - .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates. 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 0800 and 1700 hours, Monday to Friday.

#### 4. PRICES

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

##### 4.1 Unit Price Schedules - Rates

###### SCHEDULE A) Initial Year

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price \$ _____ ¢	Estimated total price \$ _____ ¢
1	Direct or Productive used exclusively in the work at the rate as follows:				
A	During Regular Working Hours, Monday through Friday, (0800 - 1700)				
	Journeyman Carpenter Lead Hand	Hour	170	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	500	\$ _____/Hour	\$ _____
	General Labourer	Hour	500	\$ _____/Hour	\$ _____
B	Outside Regular working hours, Monday through Friday (1700 - 0800) including				
	Journeyman Carpenter Lead Hand	Hour	25	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	40	\$ _____/Hour	\$ _____
	General Labourer	Hour	40	\$ _____/Hour	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$20,000. = )	%	\$20,000.00	_____ %	\$ _____
<b>Sub Total A): Estimated Total Amount 1st Year GST/HST Extra</b>					\$ _____

continued

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

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price \$                    ¢	Estimated total price \$                    ¢
1	Direct or Productive used exclusively in the work at the rate as follows:				
A	During Regular Working Hours, Monday through Friday, (0800 - 1700)				
	Journeyman Carpenter Lead Hand	Hour	170	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	500	\$ _____/Hour	\$ _____
	General Labourer	Hour	500	\$ _____/Hour	\$ _____
B	Outside Regular working hours, Monday through Friday (1700 - 0800) including				
	Journeyman Carpenter Lead Hand	Hour	25	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	40	\$ _____/Hour	\$ _____
	General Labourer	Hour	40	\$ _____/Hour	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$20,000. = )	%	\$20,000.00	_____ %	\$ _____
<b>Sub Total B): Estimated Total Amount 2nd Year GST/HST Extra</b>					\$ _____

Continued

**4.1 Unit Price Schedules - Rates (continued)****SCHEDULE C) Option Year 1**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price	Estimated total price
				\$ _____ ¢	\$ _____ ¢
1	Direct or Productive used exclusively in the work at the rate as follows:				
A	During Regular Working Hours, Monday through Friday, (0800 - 1700)				
	Journeyman Carpenter Lead Hand	Hour	170	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	500	\$ _____/Hour	\$ _____
	General Labourer	Hour	500	\$ _____/Hour	\$ _____
B	Outside Regular working hours, Monday through Friday (1700 - 0800) including				
	Journeyman Carpenter Lead Hand	Hour	25	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	40	\$ _____/Hour	\$ _____
	General Labourer	Hour	40	\$ _____/Hour	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$20,000. = )	%	\$20,000.00	_____ %	\$ _____
<b>Sub Total C): Estimated Total Amount first Option Year GST/HST Extra</b>					\$ _____

## 4.1 Unit Price Schedules - Rates (continued)

## SCHEDULE D) Option Year 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price	Estimated total price
				\$ _____ ¢	\$ _____ ¢
1	Direct or Productive used exclusively in the work at the rate as follows:				
A	During Regular Working Hours, Monday through Friday, (0800 - 1700)				
	Journeyman Carpenter Lead Hand	Hour	170	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	500	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	500	\$ _____/Hour	\$ _____
	General Labourer	Hour	500	\$ _____/Hour	\$ _____
B	Outside Regular working hours, Monday through Friday (1700 - 0800) including				
	Journeyman Carpenter Lead Hand	Hour	25	\$ _____/Hour	\$ _____
	Journeyman Carpenter	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 3 & 4)	Hour	40	\$ _____/Hour	\$ _____
	Carpentry Apprentice (Levels 1 & 2)	Hour	40	\$ _____/Hour	\$ _____
	General Labourer	Hour	40	\$ _____/Hour	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$20,000. = )	%	\$20,000.00	_____ %	\$ _____
<b>Sub Total D): Estimated Total Amount Option Year 2 GST/HST Extra</b>					\$ _____

Solicitation No. - N° de l'invitation  
EW076-140515/A

Amd. No. - N° de la modif.  
PWU-3-36073

Buyer ID - Id de l'acheteur  
pwu009

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

File No. - N° du dossier  
PWU-3-36073

CCC No./N° CCC - FMS No/ N° VME

**4.1 Unit Price Schedules - Rates** (continued)

**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year + Option Year 1 + Option Year 2)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
<b>Sub Total SCHEDULE A) Initial Year Term</b>	<b>Sub Total SCHEDULE B) 2nd Year</b>	<b>Sub Total SCHEDULE C) Option Year 1</b>	<b>Sub Total SCHEDULE D) Option Year 2</b>	<b>Total Evaluated Price</b> (col.1 + col.2 + col.3 + col. 4= col.5)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ <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 5. It is anticipated that up to three standing offers will be issued to the lowest compliant offerors.**

Solicitation No. - N° de l'invitation

EW076-140515/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-3-36073

Buyer ID - Id de l'acheteur

pwu009

CCC No./N° CCC - FMS No/ N° VME

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

PWGSC

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

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

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

## Annex G - Comprehensive Land Claim Agreement

### Tlicho Agreement (2003)

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

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

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

### Contractor Selection

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

### Tlicho Bid Criteria

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

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

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

TOTAL POSSIBLE POINTS	10 Points
-----------------------	-----------

For purposes of interpretation:

"Tlicho supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Tlicho Citizens, or is a cooperative controlled by Tlicho Citizens, or is a Tlicho Citizens' sole proprietorship or partnership.

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

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

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

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

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

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

The Bidder acknowledges that:

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

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

#### 26.3 Government Employment and Contracts

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

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

## Liquidated Damages

1. The contractor acknowledges that:
  - 1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims and Self-Government Agreement (the "Tlicho Agreement"); and
  - 1.2 pursuant to Sections 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tlicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 the existence of head offices, administrative offices or other facilities in Môwhì Gogha Dè Nîitâèè (NWT);
    - 1.2.2 the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of Tlicho suppliers which can act as sub-contractors in assisting with the carrying out of the contract;
    - 1.2.3 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens.
2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Tlicho Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):
 

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
2.1	
2.2	
2.3	
3. The contractor acknowledges that the "Tlicho Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 that each "Tlicho Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Tlicho Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Tlicho Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.



# Architectural & Engineering Services **Statement of Work** **General Contractor** **Standing Offer**

## **Miscellaneous Works & Urgent Repairs**

**Public Works and Government Services Canada**  
**Yellowknife, NWT**

[October 10, 2013]

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## I WORK DESCRIPTION

### I.1 TERMS OF REFERENCE

#### I.1.1 PURPOSE

- .1 The purpose of the General Contractor Standing Offer is for construction, alterations and urgent repair work, as and when required, within the following locations;
  - .1 Yellowknife, Northwest Territories.
- .2 The Statement of Work (SOW) has been developed to ensure that the Contractor has a clear understanding of the Standing Offer Agreement (SOA) Work scope, procedures and services required to, upon SOA Call-up, deliver the complete goods and services, within the agreed to, price and schedule.

#### I.1.2 THE PWGSC GENERAL CONDITIONS (GC)

- .1 The Statement of Work (SOW) document must be used in conjunction with the General Conditions (GC) document, of the Standing Offer Agreement, as the two documents are complimentary.
- .2 The SOW describes Work-specific requirements, services and deliverables while the GC document outlines the term and conditions of the contract, common to all projects.
- .3 In the case of a conflict between the two documents, the requirements of the GC override the SOW Document.

#### I.1.3 TERMINOLOGY

- .1 The following definitions for Terminology are:
  - .1 Quality Assurance Review: a review conducted by Public Works and Government Services Canada (PWGSC) as a knowledgeable client of Work submitted to the Departmental Representative or conducted by the Contractor. The Quality Assurance review by PWGSC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.
  - .2 Prime Contractor: as defined by Alberta's Occupational Health and Safety Act.

### I.2 GENERAL INFORMATION

#### I.2.1 PROJECT INFORMATION

Project Information	
Project Title:	General Contractor Services
Project Location:	Yellowknife, NWT
Solicitation Number:	
PWGSC Project Number:	To be determined at time of SOA Call-up
User Department:	Public Works and Government Services Canada
Client Representative:	To be determined at time of SOA Call-up

#### I.2.2 DEPARTMENTAL REPRESENTATIVES

Department	Departmental Representative
PWGSC Project Manager:	to be determined at time of SOA Call-up
PWGSC Contracting Officer:	

#### I.2.3 USER DEPARTMENT

- .1 The User Department referred to throughout the SOW is Public Works and Government Services (PWGSC).

### **I.3 BACKGROUND INFORMATION EXISTING CONDITIONS**

#### **I.3.1 AREA OF USE / RESPONSIBILITY**

- .1 Use of this Standing Offer Agreement (SOA) is for federal real property assets in the following areas of the Western Region of Canada.
  - .1 The geographical region of Hay River, Northwest Territories.
- .2 Each federal real property asset may have unique security levels and regulations.
- .3 Use of the SOA by PWGSC will be activated by a Call Up.

#### **I.3.2 NEED**

- .1 The Departmental Representative must to respond to construction and maintenance issues as they develop in a timely fashion.
- .2 The Departmental Representative must attend to minor Works with scheduling criteria that makes it necessary to have pre-cleared Contractors.
- .3 The Departmental Representative must address urgent operational and maintenance issues.

#### **I.3.3 WORK SECURITY**

- .1 The Contractor is required to obtain security clearances if/when requested, for all of the companies' personnel as well as any sub-Contractors visiting the Work site for any reason. Reasons to visit the site include, but are not limited to; preliminary site inspection, attendance at site meetings and any other reason related to the execution of SOA Call-up Work.
  - .1 Failure to comply with this requirement will result in denial of access to the site.
- .2 All site visits must be arranged through the Departmental Representative.

#### **I.3.4 CONSTRAINTS AND CHALLENGES**

- .1 The Contractor will be required to become familiar with the Work site and obtain local information as required.
- .2 All Work must comply with federal Technical Criteria and related Standards. Reference to these documents will be made available through the Departmental Representative on Work specific basis at the time of Call-up.
- .3 Construction on the Work site may be performed during the full operation of the facilities. Work phasing must be planned to ensure that disruption to the daily operation of the facilities is kept to a minimum.
- .4 Environmental conditions must be kept under control during all phases of the Work. When relevant to the Work, a Designated Substances Report will be made available outlining existing conditions.
- .5 The intent is for the Work to meet current Codes, Standards and Guidelines.
- .6 The Contractor is to cooperate and coordinate with any other contractor on site.

### **I.4 PROJECT DELIVERY APPROACH**

#### **I.4.1 CONSTRUCTION PHASE**

- .1 The Departmental Representative will state in the SOA Call-up whether the work is to be carried out based upon a;
  - .1 Time and material bases with an upset figure, or
  - .2 Fixed price quotation determined from the clearly outlined scope of Work.

- .2 Plans and Specifications, provided at the time of the SOA Call-up, will be the standard source of contract information outlining more complex Work.
- .3 In the case of less complex Work the SOA Call-up scope may be described by sketch and/or narration. Sketches/narration and minor scopes of work may be requested from the contractor after an inspection is conducted. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.
- .4 Renovations and new work may be conducted when the facility is fully occupied. In some cases, inmate access to the Work site may be restricted.
- .5 The Contractor shall ensure full co-ordination of the work of all Sub-Contractors.
- .6 Upon completion of the Work, if requested in the SOA Call-up, the Contractor is to prepare and submit to the Departmental Representative as-built drawings based on site conditions.

#### **I.4.2 SPECIAL CONDITIONS**

- .1 As stated in the Call Up:
  - .1 Work may be carried out during normal working hours
  - .2 Work may be carried out after normal working hours, or on weekends.
  - .3 Work will be carried out when the asset is fully occupied and operational.
- .2 In the absence of a statement regarding hours of work or occupancy, it is assumed that the Work will be carried out during normal working hours.
- .3 The Contractor will be required to obtain relevant permits from the local Authorities having Jurisdiction.

## **I.5 SUMMARY OF SERVICES**

### **I.5.1 CONTEXT**

- .1 The Contractor will be assigned the duties and responsibility of Prime Contractor when the contractor is the sole contractor on the call up work site.
- .2 The Contractor may be assigned the duties and responsibility of Prime Contractor when two or more contractors occupy the same space and time. When the Contractor is acting in the capacity of the Prime Contractor, both construction and construction supervision for services are included within the assigned Work.
- .3 The Contractor may be required to provide a full construction team as outlined in Section 3 Required Services and supplemented by the SOA Call-up documents.
- .4 Services, for sub contractors (Mechanical/electrical etc) might be arranged through a separate Call-up against individual standing offers, by PWGSC, on an as-required basis. Coordination, once approved by PWGSC, may be the responsibility of the Prime Contractor.
- .5 All those employed to work on the site are to meet the requirements of the provincially legislated Apprenticeship and Industry Training Act. Tradespersons are to be registered apprentice or certified journeyman, skilled, qualified and supervised. Work may be supplemented by general labourers.
- .6 The work force may be augmented by general labourers.

## **I.6 EXISTING DOCUMENTATION**

### **I.6.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL PROPONENT (CONTRACTOR)**

- .1 Copies of all Work specific documentation will be made available to the Contractor at the time of the SOA Call-up.
- .2 Limited as-built drawings and Operation & Maintenance Manuals are available on the Work site. If referenced, the Contractor will be responsible for verifying the accuracy of the information contained.

### **I.6.2 DISCLAIMER**

- .1 Reference information will be available in the language in which it is written.
- .2 The documentation may be unreliable and is offered, "As is" for the information of the Contractor.

## **I.7 CODES, ACTS, STANDARDS, REGULATIONS**

### **I.7.1 GENERAL**

- .1 The Work shall be constructed in a manner which:
  - .1 Is compliant with all applicable federal, provincial, municipal, and regional laws, acts, regulations, and Codes
  - .2 Minimizes disruption and interference with occupants, including the prevention of transmission of noise and dust, when demolition or construction work occurs in the building or on the property
- .2 Adherence to all applicable codes and standards and without limiting the generality of the foregoing shall include the most current edition of the following:
  - .1 The NRC National Building Code of Canada,
  - .2 The NRC National Fire Code of Canada,
  - .3 The NRC National Plumbing Code of Canada,
  - .4 The Canadian Electrical Code,

- .5 Canada Occupational Health and Safety Regulations,
  - .6 Canada Labour Code (including latest revisions of all regulations)
  - .7 CSA S478-95 (R2007) Guideline on Durability in Buildings,
  - .8 Federal Fire Protection Standards,
  - .9 Treasury Board Fire Protection Standard,
  - .10 National Fire Protection Association (NFPA) standards,
  - .11 American Society for Testing and Materials (ASTM),
  - .12 American National Standards Institute (ANSI),
  - .13 Local and/or municipal codes and bylaws.
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.

### **1.7.2 PWGSC DOCUMENTS**

- .1 In addition to applicable legislated codes and standards, the PWGSC documents listed below apply to this Work:
- .1 Commissioning Manuals and Guidelines

## **2 PROJECT ADMINISTRATION**

### **2.1 GENERAL REQUIREMENTS**

- .1 The Contractor shall comply with the Work specific requirements as identified in the SOA Call-up.

### **2.2 COMMUNICATIONS AND MEETINGS**

#### **2.2.1 COMMUNICATION**

- .1 If any communication with the User Departments results in the need for any change to the scope of Work, quality, cost or schedule, the Contractor shall inform the Departmental Representative / Client Representative, and seek written direction, before taking any action. No change is to be actioned without written direction from the Departmental Representative.
- .2 Correspondence
- .1 All correspondence from the Contractor shall be distributed as directed by the issuing Departmental Representative / Client Representative
  - .2 There shall be no correspondence between occupants or users of the facility and the Contractor, unless directed by the Departmental Representative / Client Representative.
  - .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative.
  - .4 All correspondence must carry the Contract name, PWGSC / CSC Project title, PWGSC / CSC Project number, File number and date.

#### **2.2.2 MEETINGS**

- .1 The Departmental Representative / Client Representative will arrange meetings, as required, throughout the Work.
- .2 Meetings will normally be held on site, in the offices of the issuing representative.

#### **2.2.3 WORK RESPONSE TIME**

- .1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.
- .2 During the Work, the Contractor's Key Personnel shall be:
- .1 Available to attend meetings and respond to inquiries within one (1) working day notice

- .2 Able to respond to urgencies within one (1) hour, including those occurring during off-hours and on weekends/ holidays.
- .3 On occasion, there may be urgent, problem-solving meetings.
  - .1 The Contractor must be available to attend such meetings on the Work site within four (4) business hours.

## **2.3 ROLES AND RESPONSIBILITIES**

### **2.3.1 CONTRACTOR**

- .1 The “Contractor’s Team” must be eligible and registered to work in the territory of the work site. The Contractor’s Team is composed of the Contractor and designated employees along with Sub-Contractors and their designated employees.
- .2 The Contractor and Sub-Contractors must perform the Work to a professional standard as outlined in the SOA and SOA Call-up.
- .3 The Contractor shall:
  - .1 During the construction phases:
    - .1 Participate in construction meetings,
    - .2 Ensure sub-Contractors attend required meetings.
    - .3 Attend site inspection meetings.

### **2.3.2 THE PWGSC TEAM**

- .1 Pertaining to PWGSC Issued Call Ups
  - .1 The PWGSC Project Manager is the Departmental Representative and is responsible for conveying all User Department requirements to the Contractor.
  - .2 The Departmental Representative will schedule, record and distribute the record of decisions for all meetings.
  - .3 The Departmental Representative will facilitate discussions between the main stakeholders of the overall project including, but not limited to; PWGSC, the Consultant, the Contractor and User Department stakeholders.

### **2.3.3 USER DEPARTMENT**

- .1 The User Department is responsible for communicating the interests to and with the Departmental Representative.
  - .1 Unless directed otherwise, all communication with CSC is through the Departmental Representative.
- .2 The User Departments Security Representative, or designated representative, is responsible for the resolution of all security issues.

## **3 REQUIRED SERVICES**

### **3.1 SUMMARY OF CONSTRUCTION WORK**

#### **3.1.1 PRE-CONSTRUCTION REPORT**

- .1 Undertake a pre-construction report to determine the following;
  - .1 Existing conditions, including visible issues requiring repairs/upgrades.
  - .2 Material take-off.
  - .3 Construction quote.

- .1 The construction quote is not to include Project Management fees, Consultant fees, Risk Allowance, Escalation or GST and is in 'Budget-Year (Current)' dollars.
- .2 The construction quote is to include Labour, Material, Building permit and Overhead & Profit.
- .3 Upon agreement by the Departmental Representative, the construction quote may include the rental of specialty equipment required to complete the Work. This item must be included as a separate item.
- .4 Sketches/narrations may be requested from the contractor. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.
- .5 Include an outline of any construction assemblies to be installed and demonstrate the new assembly's tie-in to the adjacent condition. All installations shall be as per manufacturer's recommendations.
- .6 Construction Milestone Schedule (including Shop Drawing submissions and approval timelines).

### **3.1.2 LIST OF REQUIRED CONTRACTOR RESOURCES AND PLANT. CONSTRUCTION SERVICES**

- .1 Contractor is to provide all plant, labour, equipment and material to complete assigned Work.
- .2 The services to be provided by the Contractor will be defined in the SOA Call-up. Services may include, but shall not be limited to, the following:
  - .1 Obtain Building Permit from the Local Authority having Jurisdiction using the documents provided in the SOA Call-up.
  - .2 Prepare, Review and Submit for approval all required Shop Drawings.
  - .3 Prime Contractor duties, including responsibilities defined by the *Occupational Health and Safety Act*.
  - .4 Secure Work site from the general public to ensure site safety 24 hours a day, 7 days a week. All equipment, materials and tools are to be secured when the site is not occupied.
  - .5 Selective demolition.
  - .6 Waste sorting/removal.
  - .7 Waste recycling or disposal at the end of each work day.
  - .8 Framing.
  - .9 Carpentry.
  - .10 Concrete finishing.
  - .11 Roofing.
  - .12 Insulating and Sealing.
  - .13 Painting.
  - .14 Decorating (Installing finishes, drapes, movement of furniture etc.)
  - .15 Floor covering installation.
  - .16 Tile setting.
  - .17 Cabinet installation.
  - .18 Glazing installation.
  - .19 Gypsum and Acoustic Ceiling installation.
  - .20 Cladding.
  - .21 Water Proofing.
  - .22 Field Services and Quality Assurance of Work conducted.
  - .23 Repair to any existing conditions that may be damaged during the Work.
  - .24 Preparation and submission of As-Built drawings to the Departmental Representative upon completion of the Work if/as requested.

- .25 Daily Work-Site Clean-up and final Work Clean-up.
- .26 Other related duties as defined in the SOA Call-up.
- .27 Locate underground utilities: contact Northlands and other service providers as required for utilities within the site and obtain written confirmation.

## 4 ANNEX

### 4.1 DEFINITIONS

- .1 "Director" means Director or Superintendent of the User Department, as applicable.
- .2 "Construction employees" mean persons working for the general Contractor, the sub-Contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
- .3 "Departmental Representative" means the project manager from Public Works and Government services Canada.
- .4 "Construction limits" means the area as shown on the contract drawings that the Contractor will be allowed to work. This area may or may not be isolated from the security adjacent areas of the facility.
- .5 "Specialist Review" by Public Works and Government Services Canada (PWGSC), Architecture and Engineering Centre of Expertise (A&E CoE) or approved alternate: A specialist review is to ensure that the requirements of the contract are undertaken in a professional manner and that the solutions are appropriate given the background information provided. The Contractor is expected to conduct an internal Quality Assurance review prior to the Departmental Representative. The specialist review by PWGSC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.

### 4.2 ADDITIONAL CONSIDERATIONS

#### 4.2.1 GENERAL

- .1 PURPOSE
  - .1 To ensure that both the Work and the asset's operations may proceed without undue disruption or hindrance and that the security of the asset is maintained at all times.

#### 4.2.2 PRELIMINARY PROCEEDINGS

- .1 Prior to the commencement of work, the Contractor will meet with Departmental Representative and User representatives to:
  - .1 Discuss the nature and extent of all activities involved in the Work.
  - .2 Establish mutually acceptable security procedures in accordance with this instruction and the Institution's particular requirements.
- .2 The Contractor will:
  - .1 Ensure that all construction employees are aware of any security requirements.
  - .2 Ensure that a copy of the security requirements, if any, is always prominently on display at the job site.
- .3 Co-operate with the User Department's personnel in ensuring that security requirements are observed by all construction employees.

#### 4.2.3 PARKING

- .1 The parking area(s) to be used by construction employees will be designated by the Departmental Representative. Parking in other locations will be prohibited and vehicles may be subject to removal.

#### 4.2.4 SHIPMENTS

- .1 All shipments of Work material, equipment and tools shall be addressed in the Contractor's name to avoid confusion with the Institution's own shipments. The Contractor must have his own

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employees on site to receive any deliveries or shipments. Departmental staff will NOT accept receipt of deliveries or shipments of any material equipment or tools.

#### **4.2.5 WORK HOURS**

- .1 Work hours are: to be defined in the SOA Call-up.

#### **4.2.6 OVERTIME WORK**

- .1 No overtime work will be allowed without permission of the Departmental Representative. A minimum forty-eight (48) hours advance notice is required when overtime work on the construction Work is necessary after formally approved by the Departmental Representative. If overtime work is required because of an emergency, such as the completion of a concrete pour or work to make the construction safe and secure, the Contractor will advise the Departmental Representative as soon as this condition is known and follow the directions given by the Departmental Representative.

#### **4.2.7 KEYS**

- .1 Direction regarding keys will be provided to the Contractor by the Departmental Representative.
- .2 All keys are to be returned to the Departmental Representative.

#### **4.2.8 SMOKING RESTRICTIONS**

- .1 Smoking is only in an area designated by the Departmental Representative, smoking inside any unit is strictly prohibited.
- .2 Contractors and construction employees who are in violation of this policy will be requested to immediately cease smoking or dispose of any unauthorized smoking items and, if they persist, will be directed to leave the Work site and any costs to remedy will be the responsibility of the contractor.

#### **4.2.9 MOVEMENT OF CONSTRUCTION EMPLOYEES ON FEDERAL PROPERTY**

- .1 If available, the Departmental Representative will designate washrooms and lunchroom facilities that are available for use by the Contractor and employees at the time of the SOA Call-up.

#### **4.2.10 SURVEILLANCE AND INSPECTION**

- .1 Construction activities and all related movement of personnel and vehicles may be subject to surveillance and inspection by User Department's staff members to ensure that established security requirements are met.

#### **4.2.11 STOPPAGE OF WORK**

- .1 The Departmental Representative may request at any time that the Contractor, his employees, Sub-Contractors and their employees leave the work site immediately.

#### **4.2.12 COMPLETION OF CONSTRUCTION WORK**

- .1 Upon completion of the construction Work or, when applicable, the takeover of a facility, the Contractor shall remove all remaining construction material, tools and equipment that are not specified to remain in the facility as part of the construction contract.