

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338**

## 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 - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> Electrical Contractor Services	
<b>Solicitation No. - N° de l'invitation</b> ET025-150911/A	<b>Date</b> 2014-10-03
<b>Client Reference No. - N° de référence du client</b> PWGSC-ET025-150911	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-205-9179
<b>File No. - N° de dossier</b> WPG-4-37121 (205)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-11-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaudette, Monique	<b>Buyer Id - Id de l'acheteur</b> wpg205
<b>Telephone No. - N° de téléphone</b> (204)983-6676 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3C2Z1 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**

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

Solicitation No. - N° de l'invitation

ET025-150911/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg205

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

PWGSC-ET025-150911

File No. - N° du dossier

WPG-4-37121

CCC No./N° CCC - FMS No/ N° VME

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

#### **1. Introduction**

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

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

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

#### **2. Summary**

The Department of Public Works and Government Services Canada has a requirement for a Regional Individual Standing Offer at the Freshwater Institute Building, 501 University Crescent, Winnipeg, Manitoba. The work under the requirement comprises all labour, tools, equipment, transportation, and supervision necessary for the performance of electrical maintenance and alterations to electrical facilities including underground electrical distribution systems on an as and when required basis during the period of the Standing Offer.

The Standing Offer will be valid for a period of one year, with the option to extend for two additional one-year periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

### 3. Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

#### 1.1 SACC Manual Clauses

M0019T	Firm Price and/or Rates	2007-05-25
M0220T	Evaluation of Price	2013-04-25

### 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.

### 3. Former Public Servant

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

### Definitions

For the purposes of this clause,

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

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

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

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

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **5. 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 Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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

#### **1. Offer Preparation Instructions**

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

Section I:        Technical Offer (1 hard copy)  
Section II:       Financial Offer (1 hard copy)  
Section III:      Certifications (1 hard copy)

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

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

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

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

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

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

#### **1. Evaluation Procedures**

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

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

## **1.1. Technical Evaluation**

### **1.1.1 Mandatory Technical Criteria**

- (a) Ability to perform the full scope of the work as described in Annex "A" Requirement.
- (b) Provision of pricing as per the instructions in Annex "B" Basis of Payment.

## **1.2 Financial Evaluation**

The total assessed bid price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) The line item in the Basis of Payment, Annex "B" will be multiplied by the estimated usage.
- (b) The result of the calculation in (a) above will determine the total assessed bid price.

**1.2.1** SACC Manual Clause M0220T Evaluation of Price 2013-04-25

## **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

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

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

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

## **1. Certifications Required Precedent to Issuance of a Standing Offer**

### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **3. Standard Clauses and Conditions**

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

##### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offers Reporting**

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.  
The quarterly reporting periods are defined as follows:

1st quarter: TBA;  
2nd quarter: TBA;  
3rd quarter: TBA;  
4th quarter: TBA.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

##### **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 (2) additional one (1) year period, from \_\_\_\_\_ to \_\_\_\_\_ 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 3 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:

Monique Beaudette  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone No.: (204) 983-6676      Facsimile No.: (204) 983-7796  
E-mail address: *monique.beaudette@pwgsc-tpsgc.gc.ca*

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for

any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority for the Standing Offer is: **TBD**

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

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

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## 5.3 Offeror's Representative:

***Bidder to fill out***

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

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of Public Works and Government Services, for the Freshwater Institute Building at 501 University Crescent, Winnipeg, Manitoba.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** 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 of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014-09-25), General Conditions - Goods or Services (Medium Complexity) ;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_

## **12. Certifications**

### **12.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

### **12.2 SACC Manual Clauses**

D5328C	Inspection and Acceptance	2007-11-30
M3800C	Estimates	2006-08-15

## **13. Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

## **1. Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

## **2. Standard Clauses and Conditions**

### **2.1 General Condition**

2010C (2014-06-26), General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2014-03\*26), General Conditions - Goods or Services (Medium complexity) will not apply to payments made by credit cards.

## **3. Term of Contract**

### **3.1 Period of the Contract**

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

## **4. Proactive Disclosure of Contracts with Former Public Servants**

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

## **5. Payment**

### **5.1 Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B for a cost of **\$ TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### **5.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 5.3 **SACC Manual Clauses**

H1000C	(2008-05-12)	Single Payment
A9117C	(2007-11-30)	T1204 – Direct Request by Customer Department
C0710C	(2007-11-30),	Time and Contract Price Verification

### 5.4 **Payment by Credit Card**

The following credit cards are accepted: TBD and TBD.

### 6. **Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 7. **Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 8. **SACC Manual Clauses**

A9069C	(2010-01-11)	Government Site Regulations
B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. Scope**

The scope of work under this Standing Offer includes work for electrical maintenance repair, replacement and minor construction at the Freshwater Institute Building, 501 University Crescent, Winnipeg, Manitoba, on behalf of Public Works and Government Services Canada, on an "as and when required basis". Individual Call-ups will be issued, from time to time, during the period of this Offer, or until the maximum amount of the standing offer is expended, whichever comes first. The Offeror will then be referred herein to as "the Contractor".

#### **2. Performance**

##### **2.1 General Requirements**

- .1 The work under this requirement comprises the furnishing of all labour, materials, tools, equipment, transportation and supervision required to carry out the performance of maintenance and alterations to electrical facilities including underground electrical distribution systems work, on an "as and when required basis" at the Freshwater Institute Building.

##### **2.2 Certifications**

- .1 All of the Contractor's personnel performing work on-site must have the appropriate trade licenses and certifications to perform the work specified on the call-up document. This includes but is not limited to:

- .1 *The Electricians' Licence Act*

- .1 Journeyperson Electrician ('H' HC, HI, Licence); and / or

- .2 Master Electrician ('H' HC, HI, Licence)

*.2 The Apprenticeship and Certification Act*

- .1 An Apprentice as defined by the act, engaged in an apprenticeship program and under the direct supervision of the Journeyperson Electrician or Master Electrician.*

*.3 Safety Certifications*

- .1 Fall Arrest Certification*
- .2 Confined Space Certification*
- .3 Standard First Aid Certification*
- .4 Rescuer CPR Certification*

**2.3 Referenced Codes and Standards**

- .1 The Contractor must conform to the latest edition of Codes, Standards and Acts or Regulations applicable at the time of entering into the Contract as follows:*

*.1 National Building Code*

*.2 National Fire Code of Canada*

*.3 Canadian Electrical Code, Part I, CSA 22.2-2012*

*.4 Canadian Environmental Protection Act*

*.5 The Canada Labour Code*

*.6 The Canada Occupational Health and Safety Regulations*

*.7 Labour Canada's, Fire Commissioner of Canada Standards FC-301 Standard for Construction Operations*

*.8 All other Territorial and Municipal Acts, Codes, By-laws and regulations appropriate to the area of concern, including:*

- .1 Canadian Construction and Labour Safety Codes;*
- .2 Provincial Government Workers' Compensation Board.*

*.9 All other standards and guidelines appropriate to the area of concern, including:*

- .1 Canadian Standards Association,
  - .2 Underwriters' Laboratories of Canada (ULC).
- .2 Where concurrent regulations exist, the most stringent set of regulations will apply.

### **3. Administration**

#### **3.1 Project Authority**

The Project Authority for the Standing Offer is:

- .1 The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract, or otherwise;
- .2 The On-Site Maintenance Manager (OSMM)

For the purpose of this contract, the On-Site Maintenance Manager is: **To be announced.**

#### **3.2 Front Desk Commissionaire**

- .1 All Contractor personnel must register with the designated Desk on entering and leaving the premises.
- .2 For the purpose of this contract, the Front Desk Commissionaire's telephone number is: **To be announced**

#### **3.3 Regular Working Hours**

- .1 The Contractor must perform all work during the regular working hours (**07:30** hours to **16:00** hours) of the regular working days (Monday to Friday excluding Statutory holidays) unless otherwise authorized by the Project Authority in the Call-up.

#### **4. Work Place Safety**

The Canada Occupational Health and Safety Regulations identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Act.

Though it is not Canada's responsibility to enforce the Canada Occupational Health and Safety Regulations, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors.

a) Canada's due diligence will be exercised by the Project Authority by verifying that the Contractor:

- has an established and current safety program in force for all employees under contract for this requirement;
- has complied with all applicable WCB and Safety Programs;
- has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
- is providing their own supervision for safety aspects of the project; and
- is performing the work in a safe manor using correct protective equipment supplied by the Contractor.

b) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.

- The Project Authority will identify the hazard to the Contractor's responsible person, who is identified in their safety plan.
- If the unsafe work practice continues the Project Authority may stop work until the Contractor can rectify the unsafe practice.
- No compensation will be paid to the Contractor for work stoppages due to their personnel's unsafe work practices.
- Canada may require that the Contractor replace their personnel if those personnel are repeatedly performing unsafe work.

#### **4.1 Common Medium to High Risk Hazards**

Following is list of most commonly occurring hazards, but is not all inclusive. The Contractor must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:

- .1 Excavation - Extreme care and planning for all excavations (manual and machine) before commencing.
- .2 Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution.

Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

- .3 Working at heights - Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling.

Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).

- .4 Working in confined space - Canada has many different types of confined spaces.

Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. The Contractor must comply with Canada's confined space access policy including entry permit process.

- .5 Hot work - Canada's facilities require a hot work permit for all activities listed in their hot work permit process.

Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work.

Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes.

Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.

- .6 Working with chemicals - Many projects require the use of chemicals to complete them.

Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals.

In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will Contractor's chemicals be disposed of in any location or system on Canada's property.

- .7 Traffic control - In many facilities, Canada maintains its own road system and emergency services responders.

Under no circumstances will the Contractor close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses.

In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas.

Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with Contractor's employees.

- .8 Exposure to pressure vessels – many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants.

Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels.

- .9 Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources.

It is critical that the Contractor investigate all potential energy sources for each project and ensures they have a process for lock out in place.

Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources. Turning off a device without locking it out is unacceptable.

- .10 Other – at the time of work, if there are other hazards, the Project Authority and the Contractor will agree on what they are and ensure the hazard is covered in the work site specific safety plan.

## **5. Technical Requirements**

### **5.1 Administration**

#### **.1 Site Access**

- .1 At no time will the Contractor enter or leave Canada's facilities without signing in and out with the Front Desk Commissionaire.
- .2 Note time of arrival and time of departure on all work slips.

#### **.2 Regular On-Site Service Call-ups**

- .1 The Contractor will provide regular on-site service with a twenty four (24) hour response time, or otherwise, the next regular working day (Monday to Friday excluding legal holidays), unless otherwise authorized by the Project Authority in the Call-up.

#### **.3 Emergency On-Site Service Call-ups**

- .1 The Contractor will provide emergency on-site service with a four (4) hour response time and a seven (7) day twenty four (24) hour emergency response telephone line.
- .2 Emergency call-out reports will be submitted weekly.

#### **.4 Unnecessary Recurring Service Calls**

- .1 No extra charges will be paid for recurring service calls which are the direct result of the Contractor's failure to carry out thorough work.

#### **.5 Potential Site Access Interruptions**

- .1 Access to Canada's facilities and/or to the work site of a project could be interrupted at anytime with little or no notice by operational and/or security requirements.

If the Contractor is asked to leave the work site they must comply.

To claim for time lost the Contractor must provide the Project Authority within 15 days of the incident, the name of the person that instructed them to leave.

## .6 Power Disruption

- .1 The Contractor must execute the work with minimum disturbance to the occupants, public and normal use of the building.
  - .1 Protect and maintain existing active services;
  - .2 Any connection to existing services are to be made with minimum disturbance to occupants and building operation;
  - .3 Any shutdown to execute service or repair must first be approved by the OSMM or his designate.

## 5.2 Materials

- .1 All material costs are to be detailed as part of a material and labour takeoff in the initial Call-up as detailed in sub-paragraph 5.6, or otherwise, as in the case of unforeseeable costs during the Call-up, likewise submitted as a detailed material and labour takeoff for immediate approval to the Project Authority as an Amendment to the Call-up.
- .2 The Contractor must repair or replace all components using only genuine replacement parts where available, or otherwise, good quality generic replacement parts to the approval of the Project Authority.
- .3 For the purposes of the contract "**Genuine Replacement Parts**" means only:
  - .1 Parts must be ULC approved and/or CSA Certified as required;
  - .2 Parts made by the original manufacturer;
  - .3 Parts approved for use by the original manufacturer; or
  - .4 Parts approved for proposed application by the Project Authority in writing; the Project Authority reserves the right to have such replacement parts certified for their proposed application by an independent laboratory of its choice, at the expense of the PWGSC, prior to granting approval.



- .4 If, in any emergency, the Contractor installs parts other than those specified, he must replace them with specified parts or equal, before claiming payment.
- .5 All replacement parts, whether new or reconditioned, must carry a warranty covering the contract period.
- .6 Should any replacement installed by the Contractor prove defective during the Standing Offer Agreement or warranty period, they must be replaced at no cost to Canada for materials or labour.
- .7 The Contractor must maintain a stock of good quality generic minor replacement parts in the service vehicle in sufficient quantity to ensure the serviceability of the units and equipment. The Contractor will not charge time used to pick-up parts not stocked on the service vehicle.
- .8 The Contractor must at his own cost, remove and dispose of debris, used and obsolete material on a daily basis in an environmentally manner. Disposal must be conducted in adherence to all Federal, Provincial and Municipal legislation - whichever is the most stringent.

### **5.3 Work**

Work covered in this requirement includes, but is not necessarily confined to the following:

- .1 Services of a fully qualified electrician or supervised apprentice to perform maintenance and alterations related to various types of electrical installations including all types of primary and secondary electrical distribution systems and underground electrical distribution systems.
- .2 The Contractor must clean and tidy up work site daily. All empty containers, discarded materials and the like will be removed from the site at the completion of each day's work. This debris must not be placed in the occupant's garbage cans located inside or out, but will be disposed off base by the Contractor. On completion of the job, the site must be left clean and tidy to the complete satisfaction of the Project Authority.

### **5.4 Work excluded**

This Standing Offer does not include switching gear or work on cogeneration facilities.

This Standing Offer does not include lightning rods.

This Standing Offer does not include any other construction service work that is included on other standing offers or supply arrangements issued by the Government of Canada.

## 5.5 Reports

Contractor must provide a detailed, accurate service report, upon completion of each site visit/call-up, on hard copy or in electronic format, to include:

- .1 Thorough explanations of all services performed, sub-divided into each major assembly of the equipment serviced and/or installed;
- .2 Parts list of all assemblies/components repaired/replaced and consumable materials used during the service call;
- .3 As Built drawings of all new systems and revisions to current systems as directed in the Call-up;
- .4 Submit copies of manufacturers data, operating instructions, and warranty(s) when replacement parts or components are used; and
- .5 Where deemed appropriate by the Contractor, comments/ recommendations by the Contractor or the service personnel regarding operations, deficiencies, proposed upgrades, and estimated costs.

## 5.6 Call-up Material Estimates

All price estimates must list the quantity and type of work and associated unit price along with itemized priced material lists as stated in the Basis of Pricing. Lot prices will not be accepted for estimates.

Only one Call-up charge can be included per estimate. The Call-up rate is to be utilized for the Call-up charge which is to include transportation costs of the contractor's employees, tools and materials to and from the project site and will be all inclusive of one hour of productive labour on site. It does not matter how many employees, tools or materials are brought to the project site this price will stay the same.

The Call-up rate will only be applied once per Call-up; it does not matter how many days it takes to complete a project. After the first hour of productive on-site labour (which is included in the call-up rate) the hourly rate per employee on the project site will apply.

The Contractor must not exceed the value on the estimate and the Call-up document. If it appears that the call-up value will be exceeded, the Contractor must stop work and inform the Project Authority that an Amendment is required. **The Contractor must not commence work until they receive the Amendment.**

## ANNEX "B"

### BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement.

#### **THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL PROPOSAL.**

Offerors must provide offers as per unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the Offerors' offer will be changed to reflect the quantities stated in the RFSO. The quantities specified below estimated and are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Standing Offer Agreement. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.

\* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$10,000.00 estimated expenditure; 5% mark-up quoted =  
 $\$10,000.00 \times 5\% = \$10,500.00$

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

i) **MARK-UP** - The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

ii) **LAID-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

#### **PRICING SCHEDULE 1**

<b>Contract Period: One year from date of issuance Firm pricing, GST extra, F.O.B. Destination</b>					
Item #	Description	Unit	Estimated Hours/ Quantity	Firm Rates	Extended Rate
1	Hourly rate, including travel time and all related expenses.  <b>A) During Regular Hours:</b> 07:30 to 16:00, Monday through Friday				



	i) Journeyman Electrician ii) Apprentice Electrician  <b>C) Weekend &amp; Statutory Holidays - 24 hrs</b> i) Journeyman Electrician ii) Apprentice Electrician	Per hour Per hour  Per hour Per hour	10 10  25 25	\$ _____ \$ _____  \$ _____ \$ _____	\$ _____ \$ _____  \$ _____ \$ _____
2	<b>MATERIAL AND REPLACEMENT PARTS</b> (except free issue) shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoice.	Per Year	\$10,000.00	_____%	\$ _____
<b>Sub Total ii)</b>					\$ _____

### PRICING SCHEDULE 3

<b>Option Year Two: One year from date of issuance</b> <b>Firm pricing, GST extra, F.O.B. Destination</b>					
Item #	Description	Unit	Estimated Hours/Quantity	Firm Rates	Extended Rate
1	Hourly rate, including travel time and all related expenses.  <b>A) During Regular Hours:</b> 07:30 to 16:00, Monday through Friday  i) Journeyman Electrician ii) Apprentice Electrician  <b>B) Outside Regular Hours</b> 16:01 to 07:29 Monday through Friday  i) Journeyman Electrician ii) Apprentice Electrician	   Per hour Per hour    Per hour Per hour	   250 56    10 10	   \$ _____ \$ _____    \$ _____ \$ _____	   \$ _____ \$ _____    \$ _____ \$ _____

	<b>C) Weekend &amp; Statutory Holidays - 24 hrs</b>  l) Journeyman Electrician  i) Apprentice Electrician	Per hour  Per hour	25  25	\$ _____  \$ _____	\$ _____  \$ _____
2	<b>MATERIAL AND REPLACEMENT PARTS</b> (except free issue) shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoice.	Per Year	\$10,000.00	- _____ %	\$ _____
<b>Sub Total iii)</b>					\$ _____

## ANNEX "C"

### STANDING OFFER REPORTING

Return to:

ATTN.: Monique Beaudette  
Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 983-6676  
Email: monique.beaudette@pwgsc-tpsgc.gc.ca

#### Quarterly Usage Report Schedule:

1st quarter: August 1 to October 31;  
2nd quarter: November 1 to January 31;  
3rd quarter: February 1 to April 30.  
4th quarter: May 1 to July 31;

#### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

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

STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A + B) Total Accumulated Call-Ups			

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY: \_\_\_\_\_

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

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

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

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1.0 Commercial General Liability Insurance**

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

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



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.