

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
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  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> General Trades Standing Offer	
<b>Solicitation No. - N° de l'invitation</b> W0127-15LP56/A	<b>Date</b> 2014-12-23
<b>Client Reference No. - N° de référence du client</b> DND-W0127-15LP56	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-009-10335
<b>File No. - N° de dossier</b> PWU-4-37198 (009)	<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 2015-01-19</b>	
<b>Time Zone</b> Fuseau horaire Mountain Standard Time MST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bogus (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:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 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</b> <b>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</b> <b>(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>

Solicitation No. - N° de l'invitation

W0127-15LP56/A

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

DND-W0127-15LP56

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-4-37198

Buyer ID - Id de l'acheteur

pwu009

CCC No./N° CCC - FMS No/ N° VME

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**SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to Appendix 2.

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

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

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

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

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

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

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

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

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

### **2. Summary**

General Trades Standing Offer, CFB Edmonton, Ab.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Department of National Defence in the form of call ups for general trades work at CFB Edmonton, Ab. Services are to be provided on an "as required" basis. It is anticipated that four (4) firms will be issued a standing offer. The standing offer will be issued for a term of one (1) year. The total expenditures over the term is estimated at \$2,500,000.00 (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).

### **3. Health & Safety Requirements**

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

### **4. Debriefing**

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

## 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 (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.

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

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

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

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

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

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

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

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

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

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

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

#### 2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

#### 2.7 Performance Evaluation

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

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

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

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

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

### **4. Applicable Laws**

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

### **5. Site Visit Mandatory**

It is mandatory that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for site visit to be held on January 6, 2015 at 9:00 AM, at Building 177, CFB Edmonton, Edmonton, AB. Offerors should communicate with the Standing Offer Authority no later than 2 day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Offerors will be required to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment and their offers will be rejected as non-compliant. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

## 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 copy)

Section II: 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 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.

#### 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 II: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 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) Health & Safety Requirements
- ii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iii) Insurance
- iv) Proof of Financial Capability - upon request
- v) Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) must be submitted with Annex E - OFFER portion including all appendices.

#### 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 four standing offer holders will be issued to the three 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 four (4) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer.

### 3. Ranking

3.1 Up to 4 firms will be issued a standing offer.

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

- Where 4 Standing Offers are authorized - 40% for the top ranked firm, 25% for the 2nd, 20% for the 3<sup>rd</sup>, and 15% for the 4<sup>th</sup>
- Where 3 Standing Offers are authorized - 45% for the top ranked firm, 30% for the 2nd, and 25% for the 3<sup>rd</sup>.
- 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 4 Standing Offers issued, the work distribution will be modified in similar proportions.

## 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 (2014-09-25) 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.

##### 2.2.1 **Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) must be submitted with Annex E - OFFER portion including all appendices.**

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

##### 2.2.4 **Insurance, (Annex F - Insurance Certificate)**

##### 2.2.5 **Former Public Servant – Competitive Requirements M3025T (2013-11-06)**

Contracts with 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 with FPS, offerors must provide the information required below.

#### **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 Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

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

## **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 Terms**

**The Offeror must provide a certificate 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 R2900D GC10 - Insurance (2008-05-12)**

**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 attached at Annex F.**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

## **PART 7 - CLAUSES & CONDITIONS**

### **PART 7(A) - STANDING OFFER**

#### **1. Offer - attached at Annex E**

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

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

- 1) .1 General Conditions - Standing Offer, 2005 (2014-09-25)
- 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. 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 one (1) year period.

## 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 : Department of National Defence

## 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; 40% of the business for the top ranked consultant, 25% for the 2nd ranked consultant, 20% for the third ranked consultant and 15% for the fourth ranked consultant. In the event fewer than four (4) consultants 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 consultant 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: TBD%

**8. CALL-UP INSTRUMENT**

Public Works and Travaux publics et **CALL-UP AGAINST A STANDING OFFER**  
 Government Services Services gouvernementaux **COMMANDE SUBSÉQUENTE À UNE OFFRE**  
 Canada Canada **PERMANENTE**

In accordance with STANDING OFFER NO.: \_\_\_\_\_ Conformément à L'OFFRE PERMANENTE No. \_\_\_\_\_ Call-up no. - No de commande \_\_\_\_\_  
 Dated \_\_\_\_\_ En date du \_\_\_\_\_  
 and the terms and conditions therein, you are Requested to carry out the worked described below. 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 _____

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (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 \$ (TO BE DETERMINED AT STANDING OFFER ISSUANCE) (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## 11. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), 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 – Alberta;
  - Annex D, Periodic Usage Report Form; and
  - Annex F, Insurance
  - Annex G; Voluntary Report for Apprentices Employed During the Contract
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (To be determined);

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any

certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**13. Applicable Laws**

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

**14. Proactive Disclosure of Contracts with Former Public Servants A3025C (2012-11-19)**

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.

**15. 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.

**16. Offeror Contact Information**

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

## 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	(2014-09-25);
(ii)	GC2	Administration of the Contract	R2820D	(2014-09-25);
(iii)	GC3	Execution and Control of the Work	R2830D	(2014-03-01);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2014-06-26);
(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)	GC10	Insurance	R2900D	(2008-05-12);
  - (c) Supplementary Conditions, if any;
  - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2014-06-26);
  - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (g) 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) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) 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 .

### 5) 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.

## **SUPPLEMENTAL CONDITIONS**

**SC01 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.

## **SC02 TERM OF CONTRACT**

### **2.1 Period of the Contract**

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

## **SC03 PAYMENT**

### **3.1 CHANGES TO GC5 R2550D (2014-06-26) - TERMS OF PAYMENT**

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

#### **GC5.4 Payment**

##### **.1 Terms of Payment**

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

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

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

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

6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

### **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.

### **3.4 Supplemental Invoicing Instructions**

#### **.1 Invoices**

- .1 All invoices submitted for payment shall show:
  - .1 Construction Engineering Work Order Number,
  - .2 Construction Engineering File Number,
  - .3 Requisition Number, DSS 942 (Requisition on Contract),
  - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
  - .5 same address as on PWGSC contract.
- .2 Invoices are to include a breakdown as follows:
  - .1 Hourly rate per the Offer and hours of work for each tradesperson.
  - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
  - .3 Extended total.
  - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.
  - .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
  - .6 Where discount or markup is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

### **3.5 Payment of Invoices by Credit Card (see PART 3)**

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

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D (2014 06-26) will not apply to payments made by credit cards.

## **SC04 LABOUR – Not in FRENCH**

### **Clause R2830D subsection GC3.8 has been modified as follows;**

1. Title has been changed from "Labour and Fair Wages" to "Labour".
2. Delete subsection 1.
3. Following subsections must be renumbered accordingly.

## **ANNEXES**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements – Alberta
Annex D	Periodic Usage Report Form
Annex E	Offer
	Appendix 1 - List of Individuals who are Currently Directors of the Offeror
	Appendix 2 - Voluntary Certification to Support the Use of Apprentices
Annex F	Insurance Certificate
Annex G	Voluntary Reports for Apprentices Employed During the Contract

## **ANNEX A**

Attached further in the document

## **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.

#### **.2 Material and Replacement Parts**

Material and Replacement Parts shall be charged at the cost price plus mark up in accordance with the contract.

See attached for details

## ANNEX C

### MANDATORY HEALTH AND SAFETY - for Work in the Province of Alberta

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

##### WCB AND SAFETY PROGRAM

- 1) The recommended Bidder shall provide to the Contracting Authority, Standing Offer issue:
  - 1.1 a Workers Compensation Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board 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.

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

##### Workplace Safety and Health

##### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, 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 accept the role of Prime 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 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Prime 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.

**ALBERTA North**

Alberta Human Resources and Employment  
Workplace Health and Safety  
10th Floor, 7th Street Plaza  
10030-107 Street  
Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690

Email: All submissions are to be scanned and  
emailed to

[whs@gov.ab.ca](mailto:whs@gov.ab.ca)

**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 Bogus	(780) 497-3510	Katherine.Bogus@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., 5<sup>th</sup> Floor  
ATB Place North  
Edmonton, AB T5J 1S6

REPORT ON THE VOLUME OF BUSINESS

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

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

Description of Work	Call-up #	TOTAL BILLING

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

**PREPARED BY:**

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

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

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

## ANNEX E OFFER

<b>Description of Work:</b> Edmonton, Alberta General Trades, DND General Trades Standing Offer
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### 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, 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 Shop rates for regular hours;
    - .2 Shop rates for each hour outside of regular hours;
    - .3 Shop rate for each hour on Weekends and Statutory Holidays; and
    - .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
  - .2 The shop 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 0730 and 1600 hours, Monday to Friday.

**4. PRICES**

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

**4.1 Unit Price Schedules - Rates**

**SCHEDULE A) Initial Year**

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 \$      ¢
	<b>Shop rate, including travel time, transportation, tools, supervision, labour and all related expenses</b>				
	<b>During Regular Working Hours: 0730 – 1600 Hours, Monday through Friday</b>				
	Carpenter	Hours	225	\$ _____/Hour	\$ _____
	Electrician	Hours	225	\$ _____/Hour	\$ _____
	Glazier	Hours	225	\$ _____/Hour	\$ _____
	Painter	Hours	100	\$ _____/Hour	\$ _____
	Sheet Metal Worker	Hours	100	\$ _____/Hour	\$ _____
	Mason/Bricklayer/Tile Setter	Hours	85	\$ _____/Hour	\$ _____
	Construction Craft Labourer	Hours	225	\$ _____/Hour	\$ _____
	Estimator	Hours	300	\$ _____/Hour	\$ _____
	<b>Outside Regular Working Hours: 1600 – 0730 Monday through Friday</b>				
	Carpenter	Hours	25	\$ _____/Hour	\$ _____
	Electrician	Hours	5	\$ _____/Hour	\$ _____
	Glazier	Hours	5	\$ _____/Hour	\$ _____
	Painter	Hours	5	\$ _____/Hour	\$ _____
	Sheet Metal Worker	Hours	5	\$ _____/Hour	\$ _____
	Mason/Bricklayer/Tile Setter	Hours	5	\$ _____/Hour	\$ _____
	Construction Craft Labourer	Hours	12	\$ _____/Hour	\$ _____
	Estimator	Hours	5	\$ _____/Hour	\$ _____
	<b>Weekends &amp; Statutory Holidays</b>				
	Carpenter	Hours	25	\$ _____/Hour	\$ _____
	Electrician	Hours	12	\$ _____/Hour	\$ _____
	Glazier	Hours	18	\$ _____/Hour	\$ _____
	Painter	Hours	5	\$ _____/Hour	\$ _____
	Sheet Metal Worker	Hours	5	\$ _____/Hour	\$ _____
	Mason/Bricklayer/Tile Setter	Hours	5	\$ _____/Hour	\$ _____
	Construction Craft Labourer	Hours	25	\$ _____/Hour	\$ _____
	Estimator	Hours	5	\$ _____/Hour	\$ _____
	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates (% mark up x \$20,000 = )	%	\$300,000	_____%	\$ _____
<b>Sub Total A): Estimated Total Amount 1<sup>st</sup> Year GST / HST Extra</b>					\$ _____

continued

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

**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term)

Col. 1	Col. 2
<b>Sub Total SCHEDULE A) Initial Year Term</b>	<b>Total Evaluated Price</b> (col.1 = col.3)
\$ _____	\$ _____ <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 2. It is anticipated that a standing offer will be issued to the four lowest compliant offeror.**

**APPENDIX 1 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*

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**APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

*Note; The contractor will be asked to fill out a report every six months as included a Annex G*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Optional information to provide: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex G

**ANNEX F**

The Insurance Terms have been amended. Refer to Part 6 clause 3.



**MULTI-TRADE MAINTENANCE, RENOVATIONS  
AND GENERAL CONSTRUCTION**

CANADIAN FORCES BASE EDMONTON  
EDMONTON, ALBERTA

**1 Services Required**

Service under this agreement shall cover the supply of:

- .1 Detailed estimates as per DND Estimate Form template (Annex B) for shop labour rates including supervision, tools, equipment, and materials.
- .2 All labour, tools, equipment and materials, upon acceptance of quote, to perform and complete the work quoted.
- .3 All work on an "as and when requested" basis.
- .4 Estimates exceeding 10 percent of house estimate may subject To review

**2 Qualifications of Workers (general)**

- .1 The Contractor shall provide a minimum of one Journeyman worker per trade on site requiring licensing. Helpers ratio shall be in accordance with licensing authority regulations.
- .2 If no licensing authority is in place, the contractor shall provide a minimum of one fully trained worker with a Certificate of Proficiency issued by an organization or manufacturer for the execution of the specific work or the installation of specific materials.
- .3 Observe all construction Safety Measures required by the National Building Code, Workers Compensation Board, and Provincial/Municipal Statutes and Authorities.
- .4 Personnel to have current WHMIS certification.
- .5 All conditions apply to sub-let work.

**3 Supervision**

- .1 Job Supervision: a foreman or responsible person shall be designated who can make decisions on behalf of the Contractor and shall be present on the job at all times to liaise with the DND Project Authority.

**4 Tools**

.1 Tradesmen shall have on site all required tools normally associated with the trade in which they are employed and which are required to complete the requested work.

#### **5 Equipment**

.1 Contractor shall supply all equipment required for completion of the work, complete with competent operator.

#### **6 Piece Work and Sub-let of Work.**

.1 When the Contractor sub-lets work, the contractor shall inform the Contracts Inspector prior to commencement of work, if not done so on the estimate form.

.2 The Contractors responsibility is not lessened by the sub-let of work.

#### **7 Use of Site**

.1 Movement around site shall be subject to restrictions imposed by site authority or DND Project Authority. Restrictions will be addressed during the site visit.

.2 The Contractor shall not unreasonably encumber site with material or equipment.

.3 Where security has been reduced by work of Contract, provide temporary means to maintain security.

#### **8 Codes And Standards**

.1 Perform all work in accordance with current revisions of all applicable Federal, Provincial and municipal codes including but not limited to Safety, Labour, and Construction.

.2 Materials and workmanship must conform to or exceed applicable standards of Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM), and other referenced organisations.

#### **9 Permits**

.1 Contractor shall be in possession of a valid Dig Permit from Engineer Services Company prior to commencement of excavations or like works. Hand digging is mandatory when working in close proximity to any underground utility.

.2 Contractor shall be possession of a valid Hot Work Permit issued by DND Fire Hall when performing any cutting, welding or soldering using an open flame.

#### **10 WHMIS**

.1 Maintain current copies of WHMIS data sheets on site for products being used.

### **11 Call-up Response Times**

.1 For all estimates', the total response time between site visit and supplied estimate (unless waived by the Contract Inspector) shall be a maximum of 5 working days.

.2 For all Call-ups, Contractor is expected to execute work within the timeframes discussed during the site visit, identified in the estimate provided, and confirmed in the 942 issued to the Contractor.

### **12 Work Schedule**

.1 Contractor is to report to the Contract inspector before starting a new job.

.2 Normal working hours are 07:30 to 16:00 hours, Monday through Friday excepting Statutory holidays.

.3 Work outside these hours must be approved by the DND Project Authority.

.4 Agreed upon schedules shall not be changed without mutual approval of both parties.

### **13 Products / Materials**

.1 Use new products unless otherwise specified.

.2 The Contractor shall comply with manufacture's latest printed instructions for materials.

.3 The Contractor shall notify the DND Project Authority, in writing, of any conflict between the Scope of Work and the manufacturer's instructions. DND Project Authority will designate, in writing, which document is to be followed.

.4 Deliver, store and maintain packaged material and equipment with manufacture's seals in place.

.5 Prevent damage and soiling of material / equipment during delivery, handling, and storage. Immediately remove rejected material and equipment from site.

.6 Material and equipment shall be stored in accordance with supplier's instructions.

.7 Touch up damaged factory finish to Contract Inspector's satisfaction. Use primer or enamel to match original. Do not paint over name plates.

### **14 Scopes of Work**

.1 DND will issue clear Scopes of Work with sketches (if required) laying out the location, type of work, a full description of work, extent of work and details of specific materials or specific methods (if required).

#### **15 Examination of Plans, Specification and Site**

.1 The submission of a estimate shall be considered evidence that the Contractor has made an investigation of the work and has become familiar with the site and conditions to be encountered in performing the work and the requirements of any plans and specifications.

#### **16 Smoking**

.1 Smoking of tobacco products is NOT PERMITTED in DND buildings. Smoking is only permitted in outdoor designated areas.

#### **17 Power and Water**

.1 DND can temporarily provide, free of charge, the use of existing electric power and water for construction purposes. The use of these services are temporary and are subject to termination without notice due to DND requirements, without the acceptance of any liability for damage or delay.

#### **18 Execution of Work**

.1 Use of explosive actuated fasteners is NOT ALLOWED without the written consent of the Contract Inspector.

.2 Assume full responsibility for and execute complete layout of work to locations, lines, and elevations indicated. All questions shall be addressed to the Contracts Inspector.

.3 Execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with Contract Inspector to facilitate execution of work.

.4 If security or protection has been reduced by work of the Contractor, the Contractor shall provide temporary means to maintain security or protection.

.5 The Contractor shall accept liability for and make good damages to DND material, property, structures, or equipment caused by the contractor.

.6 Provide temporary dust screens, barriers and warning signs in locations where work is adjacent to normal building operations.

.7 Cutting (including excavation), fitting and patching that may be required to make work fit, shall be properly finished to receive or be received by other work.

.8 When existing work is altered or cut, patch and make good to match existing, adjacent surfaces.

.9 Obtain approval from the Contract Inspector before cutting, coring or installing sleeves in load bearing members.

.10 Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.

.11 Fit work tightly to pipes, sleeves, ducts and conduits.

### **19 Cleaning During Installation**

.1 Clean work-site daily of accumulated waste.

.2 Provide on-site dump containers for collection of waste materials and debris.

.3 Schedule cleaning operations so that the resulting dust debris and other contaminates will not fall on wet newly painted surfaces or contaminate building systems.

.4 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

.5 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation system is not permitted for this purpose.

### **20 Final Cleaning**

.1 Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials, from interior and exterior finished surfaces including glass and other polished surfaces.

.2 Broom clean smooth floors and paved surfaces, vacuum construction dust from carpeting, rake and clean other surfaces of grounds.

.3 Remove debris and surplus materials from crawl space areas and other accessible concealed spaces.

### **21 Disposal of Waste**

.1 Do not bury rubbish and waste materials on site unless approved by Contract Inspector.

.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

.3 All waste materials to be discarded off DND property unless otherwise directed by Contract Inspector.

## **22 Warranty**

.1 The Contractor shall warrant all materials and workmanship for a period of one year after the date of acceptance. If at any time during this period any portion of the work requires repairs by reason of faulty material or workmanship, DND shall notify the Contractor that such repairs are necessary and shall define the amount and nature of the work to be done in order to rebuild it. If the Contractor does not cause such repairs within ten(10) days after such notice, DND shall have the right to purchase the materials and employ men to execute the repairs, and the cost shall be charged to the Contractor.

## **23 Invoicing**

.1 One (1) copy of original invoice required.

.2 Invoice shall contain the following information:

- .1 GST Registration Number
- .2 Date started
- .3 Date finished
- .4 Work Order & Requisition number
- .5 Description/Location of job
- .6 Time sheets (see 11a)
- .7 Sub Total
- .8 GST
- .9 Total

.3 Time sheets

.1 Unless indicated otherwise, when the contractor arrives on the DND site, it is obligatory to communicate with the DND representative.

.2 At the end of each working day the Contractor will present a duplicate timesheet which will clearly identify the company, title of work, location, hours of work, small description of work performed, work order number, SOA ref number and any other pertinent information. The Contractor's representative and the DND representative onsite shall sign the timesheet at the end of each working day. Each of the two parties will retain a copy of the document until payment of all services.

.3 Timesheets signed by the Contractor and the DND representative shall be attached to the Contractor's invoices. Failure to receive these timesheets, DND then

reserves the right not to proceed with payment of the invoice in question.

#### **24 Fire Safety Plan**

.1 Contractors and their personnel shall familiarize themselves with the area in which they are working, making note of locations of alarm stations, hose cabinets, exits, telephone and the like.

.2 Base Fire Hall numbers

.1 Emergency 973-4333

.2 Information 973-4434

#### **25 Fires**

.1 Fires and burning of rubbish on site shall not be permitted.

# Annex F - CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No. W0127-15LP56
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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**Additional Insured**  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability	
				Per Occurrence	Annual General Aggregate
<input checked="" type="checkbox"/> <b>Commercial General Liability Umbrella/Excess Liability</b>			\$	\$	Completed Operations Aggregate \$
<input checked="" type="checkbox"/> <b>Builder's Risk / Installation Floater</b>			\$		\$
<input type="checkbox"/> <b>Pollution Liability</b>			\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> <b>Marine Liability</b>			\$		
<input type="checkbox"/> <b>Aviation Liability</b>			\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>			\$		

I certify that the above policies were issued by insurers in the course of their insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y

<p><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>