

**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> Electrical Services	
<b>Solicitation No. - N° de l'invitation</b> W0127-15E001/A	<b>Date</b> 2015-05-01
<b>Client Reference No. - N° de référence du client</b> DND W0127-15E001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-107-10432
<b>File No. - N° de dossier</b> PWU-4-37292 (107)	<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 2015-05-21</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anthony, Mary	<b>Buyer Id - Id de l'acheteur</b> pwu107
<b>Telephone No. - N° de téléphone</b> (780)237-7582 ( )	<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 includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W0127-15E001/A

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

DND W0127-15E001

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-4-37292

Buyer ID - Id de l'acheteur

pwu107

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, Insurance Requirement, Voluntary Reports for Apprentices, SRCL, and any other annexes.

### **2. Summary**

Work under this Standing Offer includes the provision of all skilled labour, materials, tools, equipment and supervision required to provide electrical installations and maintenance services, on an "as and when requested" basis, for the Department of National Defense for six Defense buildings located within the City of Calgary and the Ghost River Cadet Training Facility, located approximately 40kms North West of Cochrane, Alberta.

Work site locations for this Standing Offer will be:

1. Currie Building - 4225 Crowchild Trail SW, Calgary
2. Waters Building - 4225 Crowchild Trail SW, Calgary
3. Military Museums - 4250 Crowchild Trail SW, Calgary
4. HMCS Tecumseh - 1820 – 24 St. SW, Calgary
5. Mewata Armoury - 801 – 11 St. SW, Calgary
6. NE Armoury - 1227 – 38 Ave. NE, Calgary
7. Ghost River - 40 kms NW of Cochrane, AB.

It is anticipated that only one (1) firm will be issued a standing offer. The standing offer will be issued for a term of three (3) years.

This procurement contains MANDATORY requirements. See Parts 4 and 5 of the Request for Standing Offer (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.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document " (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Web site."

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.

### **5. Security Requirement**

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

## 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.

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

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

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

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

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

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

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

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

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

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

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

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

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

#### 2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

### **2.7 Performance Evaluation**

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

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

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

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

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

### **4. Applicable Laws**

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



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

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

### 2. Offer Preparation Instructions

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

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

Section II: Certifications (1 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 lowest compliant offer being recommended for issuance of a Standing Offer.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

- a) **MANDATORY REQUIREMENTS** - Required as part of the Offer
  - i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.
- b) **MANDATORY REQUIREMENTS** - Precedent to issuance of a Standing Offer
  - i) Health & Safety Requirements
  - ii) Code of Conduct Certification (*see Part 5 - Certifications*)
  - iii) Former Public Servant Certification (*see Part 5 - Certifications*)
  - iv) Insurance
  - v) Security Requirements

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

### 2. Basis of Selection

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

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

### 3. Ranking

- 3.1 Only 1 firm will be issued a standing offer.
- 3.2 The firm submitting the lowest price compliant submission will be issued a Standing Offer.

## PART 5 - CERTIFICATIONS

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**

Offerors must submit the certifications as provided below:

#### 2.1 **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.

##### 2.1.1 **Health & Safety Requirements** - per attached Annex C

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

##### 2.1.3 **Former Public Servant – Competitive Requirements** M3025T (2014-11-27)

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:

- i. name of former public servant;
- ii. 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 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.

#### **2.1.4 Security Requirement - per article 1 of Part 6.**

## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

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

### **2. 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. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex H;
  - (b) Industrial Security Manual (Latest Edition).

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

#### 3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (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>

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from the date of issuance of the Standing Offer.

#### 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. Proactive Disclosure of Contracts with Former Public Servants A3025C (2013-03-21)

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 User

The Identified User authorized to make call-ups against the Standing Offer is the Department of National Defence.

## 8. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (lowest prices) will be retained.
2. The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.



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

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

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Fax No. ( )		attention:	
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrive 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

## 10. 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).

## 11. Priority of 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 / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
  - Annex B, Basis of Payment;
  - Annex C, Health & Safety Requirements – Alberta;
  - Annex D, Periodic Usage Report Form;
  - Annex F, Insurance Certificate;
  - Annex G; Voluntary Report for Apprentices Employed During the Contract;
  - Annex H; Security Requirement Check List (SRCL);
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer).

## 12. Certifications

### 12.1 Compliance

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

## 13. Applicable Laws

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

#### **14. Estimates**

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

#### **15. Offeror Contact Information**

(to be completed by the bidder at time of bid submission)

Name:

Title:

Legal and Operating Company Name:

Procurement Business Number:

Address:

Telephone:

Facsimile:

E-mail 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	(2015-04-01);
(ii)	GC2	Administration of the Contract	R2820D	(2015-02-25);
(iii)	GC3	Execution and Control of the Work	R2830D	(2015-02-25);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2015-02-25);
(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 (2015-02-25);
  - (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 (2015-02-25) - 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 (2015-02-25) will not apply to payments made by credit cards.

## **ANNEXES**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
	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 H	Security Requirements Checklist



## ANNEX A STATEMENT OF WORK

### Services Required:

Work under this Standing Offer includes the provision of all skilled labour, materials, tools, equipment and supervision required to provide electrical installations and maintenance services, on an “as required” basis, for the Department of National Defense, 3 CDSG Engineering Services, for six Defense buildings located within the City of Calgary and the Ghost River Cadet Training Facility, located approximately 40kms North West of Cochrane, Alberta.

### Location:

Work sites for this Standing Offer will be as follows:

1. Currie Building - 4225 Crowchild Trail SW, Calgary
2. Waters Building - 4225 Crowchild Trail SW, Calgary
3. Military Museums - 4250 Crowchild Trail SW, Calgary
4. HMCS Tecumseh - 1820 – 24 St. SW, Calgary
5. Mewata Armoury - 801 – 11 St. SW, Calgary
6. NE Armoury - 1227 – 38 Ave. NE, Calgary
7. Ghost River - 40 kms NW of Cochrane, AB.

### Scope of Work:

Scope of work includes but shall not be limited to the provisions of all labour, equipment, tools, materials, transportation and supervision necessary to provide upgrades, repairs and maintenance services for electrical equipment and systems, to include recertification of fire panels after any maintenance or additions have been completed.

### Reference Standards:

National Building Code, National Fire Code, Canadian Electrical Code, Workplace Hazardous Materials Information System (WHMIS), Workers' Compensation Board and all other applicable Federal, Provincial and Municipal codes pertaining to the trades involved in the work.

In the event of conflict between any provisions of the above authorities, the most stringent provision shall apply.

### Contractor:

The contractor shall maintain and provide National Defence (DND) with current phone, fax and pager numbers to be able to provide response to requests for service from local Public National Defence representatives on a twenty-four (24 hour, seven (7) day per week basis. The following work priorities and response times shall apply:

#### A) Emergencies

A priority of 'Emergency' is defined as a deficiency or breakdown that required immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance identified with this priority must be responded to immediately and must be reported without delay to designated manager.

**Standard Response Times** Urban **ASAP**  
Rural **ASAP**

#### B) Urgent

A priority of 'Urgent' is defined as a deficiency or breakdown that requires same day attention to reduce the potential for danger to occupants, the general public, the environment or the facility.

**Standard Response Times** Urban **4 hrs.**  
Rural **12 hrs.**

#### C) Routine

A priority of 'Routine' is defined as essential maintenance requirements which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment, or the facility. **Standard Response**

**Times** Urban **24 hrs.**  
Rural **48 hrs.**

**D) Low Priority**

Low priority work includes deficiencies that are similar to those considered as routine, but are of a less important nature. They are deficiencies that do not pose any immediate risk to the facility, its systems, its equipment or its occupants.

**Standard Response Times** Urban **48 hrs.**  
Rural **96 hrs.**

The contractor shall contact a Departmental Representative on the first working day following an 'after normal working hours' emergency or urgent call and obtain a requisition number.

The contractor shall sign logbook located in orderly rooms upon entering and leaving the premises.

The contractor shall provide written description of work carried out in logbook provided on site.

The contractor, when requested by the Departmental Representative for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. When the system has been made safe, the contractor shall provide, within one (1) working day, a detailed estimate (time and value) to complete repairs and put the equipment in proper working order.

Services and/or repairs to be provided on an 'as required' basis only.

The contractor must demonstrate ability to receive and respond to calls for service as per A) to D) above, during other than normal business hours.

On award of the contract, contractor must provide names of personnel performing work on this contract complete with proof of their qualifications and security clearances copied and on file in the Engineer Services office.

Prior to commencement of the work the contractor may be asked to provide:

- 1) proof of WHMIS training;
- 2) proof of WCB coverage for himself, his employees, and subcontractors;
- 3) proof of safety performance;
- 4) a "Certificate of Recognition (COR) or safety plan, including accident reporting system and emergency response plan;
- 5) list of hazardous materials being brought on-site as well as their MSDS sheet;

The contractor to provide telephone numbers for regular service calls and after hours call backs.

The contractor must report to the site with a service vehicle that is reasonably well stocked with replacement parts to carry out repairs on the systems in use in these facilities.

**Safety:**

The contractor shall adhere to all fire and safety measures as recommended by National and Provincial codes and /or as prescribed by the authorities having jurisdiction, concerning equipment, work habits and procedures.

The work must be carried out in compliance with all applicable laws dealing with occupational health and safety and the Contractor and Contractor's employees must observe all security regulations and procedures applicable to the work site.

**WHMIS:**

Comply with the requirements of WHMIS regarding the use, handling, storage, disposal of hazardous materials; labeling and provision of material safety data sheets acceptable to authorities having jurisdiction.

Copies of MSDS sheets shall be made available upon request.

Contractor shall ensure that his employees are adequately trained in WHMIS, Occupational and Fire Safety.

**Invoicing:**

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.

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.

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.

## **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 in accordance with the Price Schedules in Annex E.

#### **.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:**

The Contractor will be paid cost plus a mark up for material, replacement parts, required permits and certificates. Verification of Contractor's cost to be provided upon request of the Site Authority.

See attached Annex E, OFFER, 4. Prices 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, prior to 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 South**

Alberta Human Resources and Employment  
Workplace Health and Safety  
600 – 727, 7th Avenue S.W.  
Calgary, Alberta, T2P 0Z5

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:

Name	Email Address
Mary Anthony Contracting Specialist	Mary.anthony@pwgsc-tpsgc.gc.ca

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
5<sup>th</sup> Floor, 10025 Jasper Avenue  
Edmonton, AB 55J 1S6

REPORT ON THE VOLUME OF BUSINESS

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

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

Description of Work	Call-up #	TOTAL BILLING

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

**PREPARED BY:**

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

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

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

## ANNEX E OFFER

### Description of Work:

**Electrical Installation and Maintenance Services  
Department of National Defense buildings located within the City of Calgary, and  
the Ghost River Cadet Training Facility, located approximately 40kms North West of Cochrane, Alberta.**

### 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 90 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the



Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .

- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### **3. FINANCIAL TERMS**

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

- .3 transportation/vehicle expenses;
  - .4 tools and tackle;
  - .5 overhead and profit;
  - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 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) Year One

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Item	Class of Labour, Material or plant	Estimated Hours	Unit Price	Estimated Total Price
1	Labour: including travel time and all related expenses during regular hours 0730-1600 hours Monday to Friday  A) Electrician: Journeyman B) Electrician: Apprentice C) Carpenter - Journeyman D) Drywaller - Journeyman E) Painter - Journeyman F) Engineer - Fire System Verification	1000 hrs 500 hrs 200 hrs 200 hrs 200 hrs 50 hrs	\$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
2	Labour: including travel time and all related expenses during Evenings, Weekends and Statutory Holidays for Emergency Work  A) Electrician - Journeyman B) Electrician - Apprentice	100 hrs 100 hrs	\$_____/hr \$_____/hr	\$_____ \$_____
3	Contractor's Mark Up for material, replacement parts, required permits and certificates. Verification of Contractor's cost to be provided upon request of the Site Authority. <i>[(% mark up x \$150,000) + \$150,000]</i>	\$150,000.00	_____ %	\$_____
Sub Total A): Estimated Amount Year One (GST/HST Extra)				\$_____

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

**SCHEDULE B) Year Two**

Col. 1	Col.2	Col. 3	Col. 4	Col. 5
Item	Class of Labour, Material or plant	Estimated Hours	Unit Price	Estimated Total Price
1	Labour: including travel time and all related expenses during regular hours 0730-1600 hours Monday to Friday  A) Electrician: Journeyman B) Electrician: Apprentice C) Carpenter - Journeyman D) Drywaller - Journeyman E) Painter - Journeyman F) Engineer - Fire System Verification	1000 hrs 500 hrs 200 hrs 200 hrs 200 hrs 50 hrs	\$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
2	Labour: including travel time and all related expenses during Evenings, Weekends and Statutory Holidays for Emergency Work  A) Electrician - Journeyman B) Electrician - Apprentice	100 hrs 100 hrs	\$_____/hr \$_____/hr	\$_____ \$_____
3	Contractor's Mark Up for material, replacement parts, required permits and certificates. Verification of Contractor's cost to be provided upon request of the Site Authority. <i>[(% mark up x \$150,000) + \$150,000]</i>	\$150,000.00	_____%	\$_____
Sub Total B): Estimated Amount Year Two (GST/HST Extra)				\$_____

4.1 Unit Price Schedules - Rates (continued)

SCHEDULE B) Year Three

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Item	Class of Labour, Material or plant	Estimated Hours	Unit Price	Estimated Total Price
1	Labour: including travel time and all related expenses during regular hours 0730-1600 hours Monday to Friday  A) Electrician: Journeyman B) Electrician: Apprentice C) Carpenter - Journeyman D) Drywaller - Journeyman E) Painter - Journeyman F) Engineer - Fire System Verification	1000 hrs 500 hrs 200 hrs 200 hrs 200 hrs 50 hrs	\$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr \$_____/hr	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
2	Labour: including travel time and all related expenses during Evenings, Weekends and Statutory Holidays for Emergency Work  A) Electrician - Journeyman B) Electrician - Apprentice	100 hrs 100 hrs	\$_____/hr \$_____/hr	\$_____ \$_____
3	Contractor's Mark Up for material, replacement parts, required permits and certificates. Verification of Contractor's cost to be provided upon request of the Site Authority. <i>[(% mark up x \$150,000) + \$150,000]</i>	\$150,000.00	_____%	\$_____
Sub Total C): Estimated Amount Year Three (GST/HST Extra)				\$_____

**4.2 TOTAL EVALUATED PRICE (Year One + Year Two + Year Three)**

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

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

A rate must be entered for each item.

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

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

**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*

**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 at 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.

*please see attached PDF document "Certificate of Insurance"*

**ANNEX G - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

**ANNEX H**

*Please see attached PDF document "SRCL"*



Government of Canada

Gouvernement du Canada

RECEIVED

JAN 23 2015

Contract Number / Numéro du contrat

W0127-15E001

Security Classification / Classification de sécurité

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

Form with multiple sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. a) Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas..., 6. c) Is this a commercial courier or delivery requirement with no overnight storage?, 7. a) Indicate the type of information that the supplier will be required to access..., 7. b) Release restrictions / Restrictions relatives à la diffusion, 7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat W0127-15E001
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? **UNSCREENED PERS WITH ONLY ACCESS RECEPTION / PUBLIC ZONES**  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  No / Non  Yes / Oui  
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat W0127-15E001
Security Classification / Classification de sécurité

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).