

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Room 100,  
167 Lombard Ave.**

**Winnipeg  
Manitoba**

**R3B 0T6**  
**Bid Fax: (204) 983-0338**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada -  
Western Region

Room 100,  
167 Lombard Ave.

Winnipeg  
Manitoba

R3B 0T6

<b>Title - Sujet</b> Electrical Services, Iqaluit, NU	
<b>Solicitation No. - N° de l'invitation</b> EW999-152044/A	<b>Date</b> 2015-06-19
<b>Client Reference No. - N° de référence du client</b> PWGSC EW999-152044	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-014-9503
<b>File No. - N° de dossier</b> PWZ-5-38009 (014)	<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 2015-07-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fagan, Mike	<b>Buyer Id - Id de l'acheteur</b> pwz014
<b>Telephone No. - N° de téléphone</b> (204)983-6103 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ` P.O.BOX 400 IQALUIT Northwest Territories X0A0H0 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**

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

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## **IMPORTANT NOTICE TO OFFERORS**

Proponents are hereby informed that this procurement is subject to the Nunavut Land Claims Agreement, Article 24 - Government Contracts.

## **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions please consult Part 6, Security and Insurance Requirements and Part 7, Article 2, Security Requirement.

## **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 Part 1, Article 6.

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## B.RESULTING CONTRACT CLAUSES

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

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

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

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

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

Part 6, 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 OR Requirement, the Basis of Payment, Health & Safety, Usage Reports, Offer, SRCL, and any other annexes.

### 2. Summary

- (i) Public Works and Government Services Canada (PWGSC) has a requirement to establish a Regional Individual Standing Offer for the provisions of all labour, materials and equipment required to perform electrical maintenance including upgrades and replacement to existing, new components, removal of existing, inspections services, etc, to Federal Government facilities and building equipment located in Iqaluit, NU.
- (ii) Public Works and Government Services Canada will be able to use this Standing Offer.
- (iii) Period of the Standing Offer to be Date of Award for a two year period with three one year option periods.
- (iv) It is anticipated that the amount that will be spent on this standing offer will be **\$100,000.00** per year.
- (v) As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.
- (vi) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (vii) Contractors are hereby informed that this procurement is located in a land claims area covered by the Nunavut Comprehensive Land Claims Agreement. See Annex I for details.

### 3. Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 4. Health & Safety Requirements

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

### 5. Debriefing

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

### 6. Public Works and Government Services Canada and Defence Construction Canada Apprentice Procurement Initiative

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.

5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 2.

If you accept fill out and sign Appendix 2.

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*\* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## 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 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: **(204) 983-0338**

#### 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 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 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.

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## **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, and so on.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory 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.
- ii) Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) must be submitted in accordance with Part 5.

##### 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) 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 three standing offer holders will be issued to the lowest compliant offerors.

### 2. Basis of Selection

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

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

### 3. Ranking

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

- 3.1.1 the total of all the hourly rates submitted for all the Years will be used to determine the ranking of the Standing Offers.
- 3.1.2 ranking during the life of the Standing Offer(s) will remain unchanged except if services under a Standing Offer are withdrawn by Canada or the Offeror, in which case, the balance of the work will be distributed to the remaining firms(s) proportionately.

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

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

## 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

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. Requisite certificates or licenses identified in the RFSO

2.1.1 The Offeror must possess a current Electrical Contractor's License issued by the City Of Iqaluit.

2.1.2 The Offeror must have a minimum of two years of electrical contracting experience.

2.1.3 The Offeror must employ qualified journeyman electricians. Proof of journeyman license must be provided prior to award.

#### 2.2 Health & Safety Requirements - per attached Annex C.

#### 2.3 Insurance - per article 2 of Part 6.

#### 2.4 Security Requirement - per article 1 of Part 6.

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

### **1. Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **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.

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#### **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

- 2.1 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).
- 2.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 2.3 Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD / PWGSC.
- 2.4 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

- 3.1 General Conditions - Standing Offer, 2005 (2014-09-25)
- 3.2 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 from date of award of the Standing Offer for a two (2) year period.

- 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) – one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

## 6. Identified users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

## 7. Call-up Procedures

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

For each individual Call-Up, contractors will be approached and considered using a Distribution System. This system will track all call-ups assigned to each contractor and will maintain a running total of the Value of Business Distributed. The system will contain for each contractor an Ideal Business Distribution percentage which has been established as follows; 45% of the business for the top ranked consultant, 30% for the 2nd ranked consultant and 25% for the third ranked consultant. In the event fewer than three (3) 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: to be determined.

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## 8. CALL-UP INSTRUMENT

Public Works and Travaux publics et  
Government Services Services gouvernementaux  
Canada Canada PERMANENTE

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

In accordance with STANDING OFFER NO.: \_\_\_\_\_ Conformément à L'OFFRE PERMANENTE No. \_\_\_\_\_ Call-up no. - No de commande \_\_\_\_\_

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

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

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

Work description - Description des travaux
--

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

PWGSC-TPSGC 2829 (03/2006)

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (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** (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 - Northwest Territories & Nunavut;
  - Annex D, Periodic Usage Report Form; and
  - Annex F, Insurance
  - 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.

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### **13. Applicable Laws**

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

### **14. Estimates**

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

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following 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.

## 1. SUPPLEMENTAL CONDITIONS

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

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

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

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

### 1.2 Standing Offer Reporting

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

Quarterly periods are defined as follows:

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

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

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

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

## 2. TERM OF CONTRACT

### 2.1 Period of the Contract

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

### 3. PAYMENT

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

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

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

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

The credit card \_\_\_\_\_ is accepted.

**OR**

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.

### **3.5 Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each Call-Up.
2. Invoices must show:
  - a) Standing Offer number
  - b) Work Location
  - c) Date
  - d) Requisition number
  - e) Name of person who authorized Call-Up
  - f) Hours broken down as per Unit Price Table
  - g) Material net cost and % mark-up
  - h) Class of Labour
3. Upon request of the Service Site Authority, the Contractor shall make any and all records available and substantiate time and/or materials spent on any one repair.
4. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
5. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Call-up.

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## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
	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 I	Nunavut Land Claims Agreement

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**ANNEX A**  
**STATEMENT OF WORK**

**Note:**

**Refer to the Attached PDF file titled:**

**“Electrical Maintenance, Iqaluit PWGSC Facilities”**

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## ANNEX B

### BASIS OF PAYMENT

#### .1 Basis of Payment

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

#### .1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details.

Total Estimated Cost - Limitation of Expenditure: **To Be Determined** (GST/HST extra)

## ANNEX C

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

#### 1. SPECIAL INSTRUCTIONS TO OFFERORS

##### WCB AND SAFETY PROGRAM

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

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

#### 2. SUPPLEMENTARY CONDITIONS

##### Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR - *for Work in the Nunavut Territory*
  - 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
    - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
    - 1.1.2 assume the role of 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 assume, 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.

### **NORTHWEST TERRITORIES**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer  
Telephone: (867) 669-4418  
Facsimile: (867) 873-0262

### **NUNAVUT**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer  
Telephone: (867) 669- 4403  
Facsimile: (867) 873- 0262

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### **DECLARATION**

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

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

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## ANNEX D

### Periodic Usage Report Form

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

Return to:

Mike Fagan	(204) 983-7796	<a href="mailto:mike.fagan@pwgsc-tpsgc.gc.ca">mike.fagan@pwgsc-tpsgc.gc.ca</a>
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
Room 100 - 167 Lombard Avenue  
Winnipeg, Manitoba  
R3B 0T6

### 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> Electrical Services Standing Offer Public Works and Government Services Canada (PWGSC) Iqaluit, Nunavut
---

#### 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. for purposes of evaluation.
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
  - .1 labour including supervision, allowances and liability insurance;
  - .2 travel time;
  - .3 transportation/vehicle expenses;
  - .4 tools and tackle;
  - .5 overhead and profit;
  - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0700 and 1800 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	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
1.	Hourly rate, including travel time and all related expenses.				
a.	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday				
	Journeyman Electrician	/hour	300	\$	\$
	Electrician Apprentice (All levels)	/hour	250	\$	\$
b.	<b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.				
	Journeyman Electrician	/hour	50	\$	\$
	Electrician Apprentice (All levels)	/hour	50	\$	\$
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.00	_____ %	\$
<b>Sub Total A): Estimated Total Amount Year One (GST/HST Extra)</b>					\$

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

##### SCHEDULE B) Year 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
1.	Hourly rate, including travel time and all related expenses.				
a.	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday				
	Journeyman Electrician	/hour	300	\$	\$
	Electrician Apprentice (All levels)	/hour	250	\$	\$
b.	<b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.				
	Journeyman Electrician	/hour	50	\$	\$
	Electrician Apprentice (All levels)	/hour	50	\$	\$
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.00	_____ %	\$
<b>Sub Total B): Estimated Total Amount Year Two (GST/HST Extra)</b>					\$

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

##### SCHEDULE C) Option Year 1

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
1.	Hourly rate, including travel time and all related expenses.				
a.	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday				
	Journeyman Electrician	/hour	300	\$	\$
	Electrician Apprentice (All levels)	/hour	250	\$	\$
b.	<b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.				
	Journeyman Electrician	/hour	50	\$	\$
	Electrician Apprentice (All levels)	/hour	50	\$	\$
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.00	_____ %	\$
<b>Sub Total C): Estimated Total Amount Option Year One (GST/HST Extra)</b>					\$

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

##### SCHEDULE D) Option Year 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
1.	Hourly rate, including travel time and all related expenses.				
a.	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday				
	Journeyman Electrician	/hour	300	\$	\$
	Electrician Apprentice (All levels)	/hour	250	\$	\$
b.	<b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.				
	Journeyman Electrician	/hour	50	\$	\$
	Electrician Apprentice (All levels)	/hour	50	\$	\$
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.00	_____ %	\$
<b>Sub Total D): Estimated Total Amount Option Year Two (GST/HST Extra)</b>					\$

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

##### SCHEDULE E) Option Year 3

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
1.	Hourly rate, including travel time and all related expenses.				
a.	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday				
	Journeyman Electrician	/hour	300	\$	\$
	Electrician Apprentice (All levels)	/hour	250	\$	\$
b.	<b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.				
	Journeyman Electrician	/hour	50	\$	\$
	Electrician Apprentice (All levels)	/hour	50	\$	\$
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.00	_____ %	\$
<b>Sub Total E): Estimated Total Amount Option Year Three (GST/HST Extra)</b>					\$



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#### 4.2 TOTAL EVALUATED PRICE (Year 1 + Year 2 + Option Year 1 + Option Year 2 + Option Year 3)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Sub Total SCHEDULE A) Initial Year Term	Sub Total SCHEDULE B) 2nd Year	Sub Total SCHEDULE C) Option Year 1	Sub Total SCHEDULE D) Option Year 2	Sub Total SCHEDULE E) Option Year 3	Total Evaluated Price (col.1 + col.2 + col.3 + col.4 + col.5 = col.6)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ 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 6. It is anticipated that up to three standing offers will be issued to the lowest compliant offerors.**

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## **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](#)

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## **ANNEX F**

### **INSURANCE CERTIFICATE**

**Refer to attached PDF.**

## **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)

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## **ANNEX H**

### **SECURITY REQUIREMENTS CHECKLIST (SRCL)**

**Refer to attached (PDF) SRCL.**

## ANNEX I

### NUNAVUT LAND CLAIMS AGREEMENT (1993) (NLCA)

#### The requirements of the **Nunavut Land Claims Agreement**

([http://www.nucj.ca/library/bar\\_ads\\_mat/Nunavut\\_Land\\_Claims\\_Agreement.pdf](http://www.nucj.ca/library/bar_ads_mat/Nunavut_Land_Claims_Agreement.pdf)) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

#### Contractor Selection

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

#### Aboriginal Opportunities and Considerations

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

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

BID CRITERIA	AVAILABLE POINTS
1. The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	1 Point
2. The employment of Inuit labour, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.  The employment of Inuit labour.  Points will be assigned based on the following (one point for each item): a) Details on the work to be carried out for each position proposed to be filled by an Inuit person. b) Strategies for recruitment of Inuit persons. c) Strategies for retention of Inuit persons.	3 Points
2 d) Use of suppliers and identification of goods / services to be provided by Inuit firms, together with an estimate of the value of goods / services	2 Points

3. The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit.  Points will be assigned based on the following (one point for each item): a) Details of Apprenticeship program(s). b) Strategies for involving the use of College program(s) (e.g., the Nunavut Arctic College). c) Details regarding on-the job training. d) Details of In-house training program(s).	4 Points
TOTAL POSSIBLE POINTS	10 Points

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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

For more information on the contents of these lists, please contact:  
Nunavut Tunngavik Incorporated Telephone #: (867) 645-3199  
P.O. Box 280 Facsimile #: (867) 645-3452  
Rankin Inlet, N.W.T. X0C 0G0

### Evaluation and Assessment - Submission Requirements

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

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

### Treatment of Representations and Warranties

The Bidder acknowledges that:

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

### W0043T NLCA - Evaluation Criteria (2011-05-16)

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

- 24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:



- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

## NLCA Liquidated Damages

1. The contractor acknowledges that:

- 1.1 the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
  - 1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
  - 1.2.2 The employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
  - 1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

.1 a)

.2 a)

b)

c)

.2 d)

.3 a)

b)

c)

d)

3. The contractor acknowledges that the "Nunavut Representations":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to

set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

5.1 The sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.