



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**800 Burrard Street, Room 219**  
**800, rue Burrard, pièce 219**  
**Vancouver**  
**British Columbia**  
**V6Z 0B9**  
**Bid Fax: (604) 775-9381**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**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 -  
Pacific Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> CSC Electrical Standing Offer	
<b>Solicitation No. - N° de l'invitation</b> EZ899-160183/A	<b>Date</b> 2015-07-09
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-020-7549
<b>File No. - N° de dossier</b> PWY-5-38029 (020)	<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 2015-07-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 666-0043 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CSC - Various Institutions - Various, BC & YT	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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>

This label is provided in lieu of the envelope mentioned in the Instructions to Tenderers.

**NOTE TO Tenderers:** Please use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, BC V6Z 0B9**

**Solicitation No: EZ899-160183/A**  
**Tender Closing Date & Time: 27 July 2015 @ 1400 PDST**

**Project Description: Various Locations in the Fraser Valley, British Columbia**  
**Electrical Construction Services Standing Offer(s)**

**Cost Component**

**RL**

This label is provided in lieu of the envelope mentioned in the Instructions to Tenderers.

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**Solicitation No: EZ899-160183/A**  
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**Technical Component**

**RL**

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## **REQUEST FOR STANDING OFFER (RFSO)**

### **IMPORTANT NOTICE TO OFFERORS**

#### **DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

See related changes to GC2.1 of R2820D that have been included in the Standard Acquisition Clauses and Conditions (SACC)

#### **INSURANCE TERMS**

The Certificate of Insurance and its instructions has been replaced see Annex A. (Completed certificate is NOT required at bid closing)

#### **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 SI12.

#### **INTEGRITY PROVISIONS - BID**

Important changes have been made to the Integrity Provisions as of July 3<sup>rd</sup> 2015. See GI01, Integrity Provision- Offer of the General Instructions for more information.

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## **SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to two (2) Standing Offers, each for a period of (2) years. The total dollar value of all Standing Offers is estimated to be \$420,000 (GST or HST included). Individual call-ups will vary, up to a maximum of \$75,000 (GST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### **SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Offer of General Instructions to Offerors - Construction Services. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **SI03 OFFER DOCUMENTS**

1. The following are the offer documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Offerors;
  - c. General Instructions to Offeror's- Construction Services
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

### **SI04 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

### **SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

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1. The Contracting Authority for this Request for Standing Offer is:

Ronny Ly, Supply Specialist  
Public Works and Government Services Canada  
219 – 800 Burrard Street  
Vancouver, B.C. V6Z 0B9  
Phone: (604) 666-0043  
Fax: (604) 775-6633  
Email: ronny.ly@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **SI06 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

#### **SI07 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

#### **SI08 OPTIONAL SITE VISIT**

Contractors are recommended to visit the site prior to submitting a tender for this work and to make inquiries or investigations necessary to become thoroughly acquainted with the site as well as the nature and extent of the work.

A site visit is scheduled on Tuesday, July 21, 2015 @ 10:00 am local time. Bidders are to meet at the PWGSC Site Office at the Matsqui Institution located at 33344 King Road, Abbotsford B.C.

Note: All contractors must wear a high visibility vest, which meets WCB standards, for all site visits including a tender site visit. No cameras, cell phones (of any type) or lap top computers are allowed into institutions at any time. All contractors attending the site visit must be able to provide a piece of Government issued photo identification at the reception in order to gain visitor access into institutions.

#### **SI09 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (604)775-9381.

#### **SI10 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (90) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.

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3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
  4. If the extension referred to in paragraph 2. of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
    - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
    - b. cancel the request for proposal.
  5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

#### **SI11 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 8) 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 8.

If you accept fill out and sign Appendix 8



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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.*

## SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)  
<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

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## GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

### GI01 - Integrity Provisions – Offer

#### 1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the Ineligibility and Suspension Policy.

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
  - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
  - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
    - i. any securities of the entity that are beneficially owned by that person, and
    - ii. any securities of the entity that are beneficially owned by any entity controlled by that personis such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

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"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

## 2. Statement

- a. Offerors must comply with the Code of Conduct for Procurement and be eligible for contract award under the Ineligibility and Suspension Policy. In addition, Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an offer, Offerors confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that the Offeror made a false declaration, Canada will, following a notice period, have the right to terminate the Offeror for default.

## 3. List of Names

- a. Offerors who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has 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 provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Offeror must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

## 4. Request for Additional Information

By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Bidder, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

## 5. Lobbying Act

By submitting an offer, the Offeror certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

## 6. Canadian Offences Resulting in Legal Incapacity

By submitting an offer, the Offeror certifies that:

- a. it and the Affiliates of the Offeror have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the Criminal Code and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

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- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

#### 7. Canadian Offences

By submitting an offer, the Offeror certifies that:

- a. the Offeror and the Affiliates of the Offeror have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
  - iii. section 239 (*False or deceptive statements*) of the Income Tax Act, or
  - iv. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act; or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

#### 8. Foreign Offences

By submitting an offer, the Offeror certifies that:

- a. the Offeror and its Affiliates have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these

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Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:

- i. the court, before which the Offeror or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Offeror or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Offeror or its Affiliate was entitled to present to the court every defence that the Offeror or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Ineligibility for Contract Award

- a. The Offeror confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Bidder or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
- b. The Offeror confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the Ineligibility and Suspension Policy and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where an Offeror or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Bidder or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which an Offeror or an Affiliate of the Offeror has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which an Offeror or an Affiliate of the Offeror has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which an Offeror or an Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

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12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code;
- d. received a record of suspension ordered under the Criminal Records Act; and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Offeror confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Offeror or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Offeror confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare an Offeror to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Bidder

The Offeror confirms that it understands that the Minister of PWGS may suspend an Offeror from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Offeror has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Offeror has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Bidder by the Minister of PWGS.

18. Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a

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period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Bidder must provide by bid closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this bid non-responsive.

19. Subcontractors

The Offeror must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Offeror confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Bidder, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
  - ii. the Offeror is the only person capable of performing the contract;
  - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
  - iv. not entering into the contract with the Offeror would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with an Offeror under this subsection where the ineligible Bidder has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

## **GI02 - Completion of Offer**

1. The Standing Offer selection process is as follows:

- a) a Request for Standing Offer is obtained by Offerors through the GETS;
- b) in response to the Request for Standing Offer, interested Offerors shall submit their offers using a "two-envelope" procedure, in which proponents submit the "technical" component of their offer in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI07.3 below;
- c) responsive offers are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
- d) PWGSC may issue a standing offer to the successful Offerors;
- e) Offerors are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful Offerors.



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2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### **GI03 (2015-02-25) Identity or Legal Capacity of the Offeror**

1. In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - a. such signing authority; and
  - b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI04 (2015-02-25) Applicable Taxes**

1. "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **GI05 (2015-02-25) Capital Development and Redevelopment Charges**

1. For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 (2015-02-25) Listing of Subcontractors and Suppliers**

1. Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

#### **GI07 - Submission of Offer**

1. Canada requires that each offer, at closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.



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2. It is the Offeror's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the offer plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
  - d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the offer must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the offer document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of offers to the office designated for receipt of proposals is the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
7. Offer documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offerors to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### **GI08 (2011-05-16) Revision of Offer**

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

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3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may 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).

#### **GI09 (2013-04-25) Rejection of Offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

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- b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

#### **GI10 (2015-02-25) Offer Costs**

1. No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### **GI11 (2015-02-25) Procurement Business Number**

1. Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer . Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

#### **GI12 (2013-04-25) Compliance with Applicable Laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

#### **GI13 (2015-02-25) Approval of Alternative Materials**

1. When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

#### **GI14 (2010-01-11) Performance Evaluation**

1. 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.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

#### **GI15 (2011-05-16) Conflict of Interest - Unfair Advantage**

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1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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## STANDING OFFER PARTICULARS

### **SOP01 GENERAL**

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

### **SOP02 PERIOD OF THE STANDING OFFER**

The period for placing call-ups against the Standing Offer shall be for (2) years commencing from the start date identified on the Standing Offer.

### **SOP03 CALL-UP LIMITATION**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$420,000 (Applicable Taxes included).

### **SOP04 CALL-UP PROCEDURE**

1. Services will be called-up as follows:
  - a. The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, offerors will be considered using a computerized distribution system. This system will track all call-ups assigned to each offeror and will maintain a running total of the dollar value of business distributed. The system will contain for each offeror an ideal business distribution percentage which has been established as follows; 60% of the business for the top ranked offeror, 40% for the 2nd ranked offeror.

The Offeror who is furthest under their respective ideal business distribution percentage in relation to the other offerors will be selected for the next call-up.
  - b. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The

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Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

#### **SOP05      STANDING OFFER RESPONSIBLES**

Standing Offer Contracting Authority is :

Ronny Ly, Supply Specialist  
Public Works and Government Services Canada  
219 – 800 Burrard Street  
Vancouver, B.C. V6Z 0B9  
Phone: (604) 666-0043  
Fax: (604) 775-6633  
Email: ronny.ly@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is :

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

**TBD**

The selected contractor for the standing offer is :

**TBD**

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **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 and be maintained throughout the duration of the standing offer period.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

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

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, 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.

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw020

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

PWY-4-37345

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## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the "call up" contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2015-07-03);
GC2 Administration of the Contract	R2820D	(2015-02-25);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2015-02-25);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 N/A		
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
- e. Any amendment issued or any allowable offer 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 offer; 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 above 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>

3. The language of the contract documents is the language of the Price Proposal Form submitted.



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Buyer ID - Id de l'acheteur

pw020

CCC No./N° CCC - FMS No./N° VME

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## APPENDIX 2- STATEMENT OF WORK



# Statement of Work

## Construction Services – Electrical

### Standing Offer

## Miscellaneous Works & Urgent Repairs

**CORRECTIONAL SERVICE CANADA**

**Mission (Med) Institution, Mission BC**

**Mission (Min) Institution, Mission BC**

**Mountain Institution, Agassiz BC**

**Kent Institution, Agassiz BC**

**Kwikwèxwelhp Healing Village, Harrison Mills BC**

**Matsqui Institution, Abbotsford BC**

**Pacific Institution, Abbotsford BC**

**Fraser Valley Institution, Abbotsford BC**

**Chilliwack CCC, Chilliwack BC**

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# 1 WORK DESCRIPTION

## 1.1 TERMS OF REFERENCE

### 1.1.1 PURPOSE

- .1 The purpose of the Electrical Contractor Standing Offer is for construction, alterations and urgent repair work, as and when required, performed by employees of the Contractor, at the following Correctional Service Canada Institutions.
  - .1 Mission (Med) Institution, Mission BC
  - .2 Mission (Min) Institution, Mission BC
  - .3 Mountain Institution, Agassiz BC
  - .4 Kent Institution, Agassiz BC
  - .5 Kwikwèxwelhp Healing Village, Harrison Mills BC
  - .6 Matsqui Institution, Abbotsford BC
  - .7 Pacific Institution, Abbotsford BC
  - .8 Fraser Valley Institution, Abbotsford BC
  - .9 Chilliwack CCC, Chilliwack BC
- .2 The Statement of Work (SOW) has been developed to ensure that the Contractor has a clear understanding of the Standing Offer Agreement (SOA) Work scope, procedures and services required to, upon SOA Call-up, deliver the complete goods and services, within the agreed to price and schedule.

### 1.1.2 THE PWGSC GENERAL CONDITIONS (GC)

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

### 1.1.3 TERMINOLOGY

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

## 1.2 GENERAL INFORMATION

### 1.2.1 PROJECT INFORMATION

Project Information	
Project Title:	Electrical Contractor Services
Project Location:	.1 Mission (Med) Institution, Mission BC .2 Mission (Min) Institution, Mission BC .3 Mountain Institution, Agassiz BC .4 Kent Institution, Agassiz BC .5 Kwikwèxwelhp Healing Village, Harrison Mills BC .6 Matsqui Institution, Abbotsford BC .7 Pacific Institution, Abbotsford BC .8 Fraser Valley Institution, Abbotsford BC .9 Chilliwack CCC, Chilliwack BC
Solicitation Number:	
PWGSC Project Number:	
User Department:	Correctional Service Canada
Client Representative:	Public Works Departmental Representative

### 1.2.2 DEPARTMENTAL REPRESENTATIVES

Department	Departmental Representative
PWGSC Project Manager:	to be determined at time of SOA Call-up
PWGSC Contracting Officer:	
CSC Client Representative:	To be determined by CSC Regional Headquarter

### 1.2.3 USER DEPARTMENT

- .1 The User Department referred to throughout the SOW is Correctional Service Canada (CSC)
- .2 CSC Mission Statement
  - .1 CSC, as part of the criminal justice system and respecting the rule of law, contributes to public safety by actively encouraging and assisting offenders to become law-abiding citizens, while exercising reasonable, safe, secure and humane control.

## 1.3 BACKGROUND INFORMATION EXISTING CONDITIONS

### 1.3.1 AREA OF USE / RESPONSIBILITY

- .1 Use of this Standing Offer Agreement (SOA) is for CSC Institutions in the following areas of the Pacific Region of Canada.
  - .1 Mission (Med) Institution, Mission BC
  - .2 Mission (Min) Institution, Mission BC
  - .3 Mountain Institution, Agassiz BC
  - .4 Kent Institution, Agassiz BC

- .5 Kwikwèxwelhp Healing Village, Harrison Mills BC
- .6 Matsqui Institution, Abbotsford BC
- .7 Pacific Institution, Abbotsford BC
- .8 Fraser Valley Institution, Abbotsford BC
- .9 Chilliwack CCC, Chilliwack BC

- .2 Each of the CSC Institutions has unique security levels and regulations.
- .3 All facilities have a resident Chief of Works with limited dedicated staff.
- .4 Use of the SOA by PWGSC will be activated by a Call Up.
- .5 In all cases the name of the representative responsible for the Call up will appear on the Call Up document.

### **1.3.2 NEED**

- .1 The Institutions have a requirement for the Departmental Representative, to respond, to construction and maintenance issues, in a timely fashion.
- .2 The Institutions have a requirement for the Departmental Representative, to attend to minor Works, where timing makes it necessary to have pre-cleared Contractors.
- .3 The Institution has a requirement for the Departmental Representative, to address urgent issues.

### **1.3.3 WORK SECURITY**

- .1 The Contractor is required to obtain security clearances and comply with all security requirements for all of the companies' personnel as well as any sub-Contractors visiting the Work site for any reason. Reasons to visit the site include, but are not limited to; preliminary site inspection, attendance at site meetings and any other reason related to the execution of SOA Call-up Work.
  - .1 Personnel must ensure that they have received clearance to attend the Institution(s) outlined in this SOA.
  - .2 Failure to comply with this requirement will result in denial of access to the site.
- .2 All site visits must be arranged through the Departmental Representative.

### **1.3.4 CONSTRAINTS AND CHALLENGES**

- .1 The Contractor will be required to become familiar with the Work site and obtain local information as required.
- .2 Construction on the Work site will be performed during the full operation of the facilities. Work phasing must be planned to ensure that disruption to the daily operation of the facilities is kept to a minimum.
- .3 Environmental conditions must be kept under control during all phases of the Work. When relevant to the Work, a Designated Substances Report will be made available outlining existing conditions.
- .4 Each of the CSC Institution has their own particular security level and subsequently unique security regulations. The Contractor must become familiar with these regulations, particularly where tool control is concerned.
- .5 The intent is for the Work to meet current Codes, Standards and Guidelines.
- .6 The Contractor is to cooperate and coordinate with any other contractor on site.

## **1.4 PROJECT DELIVERY APPROACH**

### **1.4.1 CONSTRUCTION PHASE**

- .1 The Departmental Representative will state in the SOA Call-up whether the work is to be carried out based upon a;



- .1 Fixed price quotation determined from the clearly outlined scope of Work.
- .2 Plans and Specifications, provided at the time of the SOA Call-up, will be the standard source of contract information outlining more complex Work.
- .3 In the case of less complex Work the SOA Call-up scope may be described by sketch and/or narration.
- .4 Renovations and new work may be conducted when the facility is fully occupied. In some cases, inmate access to the Work site may be restricted.
- .5 The Contractor shall ensure full co-ordination of the work of all Sub-Contractors.
- .6 Upon completion of the Work, and as requested in the SOA Call-up, the Contractor is to prepare and submit to the Departmental Representative as-built drawings based on site conditions.

#### **1.4.2 SPECIAL CONDITIONS**

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

### **1.5 SUMMARY OF SERVICES**

#### **1.5.1 CONTEXT**

- .1 The Contractor will be assigned the duties and responsibility of Prime Contractor when the contractor is the sole contractor on the call up work site.
- .2 The Contractor will be assigned the duties and responsibility of Prime Contractor when sub contractors occupy the same space and time. When the Contractor is acting in the capacity of the Prime Contractor, both construction and construction supervision for services are included within the assigned Work.
- .3 The Contractor may be required to provide a full construction team as outlined in Section 3 Required Services and supplemented by the SOA Call-up documents.
- .4 All those employed to work on the site are to meet the requirements of the provincially legislated Apprenticeship and Industry Training Act. Tradespersons are to be registered apprentice or certified journeyman, skilled, qualified and supervised.
- .5 The work force may be augmented by general labourers.

### **1.6 EXISTING DOCUMENTATION**

#### **1.6.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL CONTRACTOR**

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

#### **1.6.2 DISCLAIMER**

- .1 Reference information will be available in the language in which it is written.

- .2 The documentation may be unreliable and is offered, "As is" for the information of the Contractor.

## **1.7 CODES, ACTS, STANDARDS, REGULATIONS**

### **1.7.1 GENERAL**

- .1 The Work shall, unless otherwise specified, be constructed in a manner which:
  - .1 Is compliant with all applicable federal, provincial, municipal, and regional laws, acts, regulations, and Codes
  - .2 Minimizes disruption and interference with occupants, including the prevention of transmission of noise, when demolition or construction work occurs in the building or on the property
- .2 Adherence to all applicable codes and standards and without limiting the generality of the foregoing shall include the most current edition of the following:
  - .1 The NRC National Building Code of Canada,
  - .2 The NRC National Fire Code of Canada,
  - .3 The NRC National Plumbing Code of Canada,
  - .4 The Canadian Electrical Code and the BC Electrical Code,
  - .5 Canada Occupational Health and Safety Regulations,
  - .6 Canada Labour Code (including latest revisions of all regulations)
  - .7 CSA S478-95 (R2007) Guideline on Durability in Buildings,
  - .8 Canadian Code for Preferred Packaging,
  - .9 Federal Fire Protection Standards,
  - .10 Treasury Board Fire Protection Standard,
  - .11 National Fire Protection Association (NFPA) standards,
  - .12 American Society for Testing and Materials (ASTM),
  - .13 American National Standards Institute (ANSI),
  - .14 Local and/or municipal codes and bylaws.
  - .15 CSA Z462 – Workplace Electrical Safety
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.

### **1.7.2 PWGSC DOCUMENTS**

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

## **2 PROJECT ADMINISTRATION**

### **2.1 GENERAL REQUIREMENTS**

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

### **2.2 COMMUNICATIONS AND MEETINGS**

#### **2.2.1 COMMUNICATION**

- .1 If any communication with the User Departments results in the need for any change to the scope of Work, quality, cost or schedule, the Contractor shall inform the

Departmental Representative, and seek written direction, before taking any action. No change is to be actioned without written direction from the Departmental Representative.

- .2 Correspondence
  - .1 All correspondence from the Contractor shall be distributed as directed by the issuing Departmental Representative
  - .2 There shall be no correspondence between occupants or users of the facility and the Contractor, unless directed by the Departmental Representative
  - .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative through an official Contract Amendment as defined in the General Conditions of this SOA.
  - .4 All correspondence must carry the Contract name, PWGSC / CSC Project title, PWGSC / CSC Project number, File number and date.

### **2.2.2 MEETINGS**

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

### **2.2.3 WORK RESPONSE TIME**

- .1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.
- .2 During the Work, the Contractor's Key Personnel shall be:
  - .1 Available to attend meetings and respond to inquiries within one (1) working day notice
  - .2 Able to respond to urgencies within four (4) hours, including those occurring during off-hours and on weekends/ holidays.
- .3 On occasion, there may be urgent, problem-solving meetings.
  - .1 The Contractor must be available to attend such meetings on the Work site within four (4) business hours.

## **2.3 ROLES AND RESPONSIBILITIES**

### **2.3.1 CONTRACTOR**

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

### **2.3.2 THE PWGSC TEAM**

- .1 Pertaining to PWGSC Issued Call Ups
  - .1 The PWGSC Project Manager is the Departmental Representative and is responsible for conveying all User Department requirements to the Contractor.
  - .2 The Departmental Representative will schedule, record and distribute the record of decisions for all meetings.

- .3 The Departmental Representative will facilitate discussions between the main stakeholders of the overall project including, but not limited to; PWGSC, the Consultant, the Contractor and User Department stakeholders.

### **2.3.3 USER DEPARTMENT**

- .1 The CSC Director is responsible for communicating the interests of CSC, in collaboration with the Departmental Representative.
  - .1 Unless directed otherwise, all communication with CSC is through the Departmental Representative.
  - .2 See Part 2.2.1 above.
- .2 The CSC Departmental Security Representative is responsible for the resolution of all security issues.

## **3 REQUIRED SERVICES**

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

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

- .1 Undertake a pre-construction report to determine the following;
  - .1 Material take-off.
  - .2 Construction quote.
    - .1 The construction quote to be inclusive of Project Management fees, Risk Allowance, Escalation or GST and is in 'Budget-Year (Current)' dollars. The referenced items will be included in the personnel rates stipulated during tender submittals.
    - .2 The construction quote is to include Labour, Material, Building permit, Plant and Overhead & Profit
  - .3 Construction Milestone Schedule (including Shop Drawing submissions and approval timelines).

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

- .1 Contractor is to provide all plant, labour, equipment and material to complete assigned Work.
- .2 Whenever changes are made to the distribution system, mark up the single line drawings in red ink and submit to the Departmental Representative.
- .3 The services to be provided by the Contractor will be defined in the SOA Call-up. Services may include, but shall not be limited to, the following:
  - .1 Obtain Electrical Permit from the Local Authority having Jurisdiction.
  - .2 Prepare, Review and Submit for approval all required Shop Drawings.
  - .3 Prime Contractor duties, including responsibilities defined by the *Occupational Health and Safety Act*.
  - .4 Field Services and Quality Assurance of Work conducted.
  - .5 Repair to any existing conditions that may be damaged during the Work.
  - .6 Preparation and submission of AutoCAD As-Built drawings to the Departmental Representative upon completion of the Work.
  - .7 Preparation and submission of maintenance manuals to the Departmental Representative upon completion of the Work.
  - .8 Daily Work-Site Clean-up and final Work Clean-up.
  - .9 Other related duties as defined in the SOA Call-up.

- .10 Electrical Work for the following typical systems
  - .1 Electrical distribution systems, 120V to 600V, single and 3 phase.
  - .2 Electrical demolition and renovations
  - .3 Seismic Restraints for electrical equipment
  - .4 Grounding and Bonding
  - .5 Lighting systems
  - .6 Security systems
  - .7 Fire alarm systems
  - .8 Structured telecommunications cabling systems
  - .9 Generators
  - .10 Communications systems
  - .11 UPS systems
  - .12 Other systems

## **4 SECURITY REQUIREMENTS**

### **4.1 PURPOSE**

- .1 To ensure that both the construction project and the institutional operations may proceed without undue disruption or hindrance and that the security of the Institution is maintained at all times.

### **4.2 DEFINITIONS**

- .1 "Contraband" means:
  - .1 an intoxicant, including alcoholic beverages, drugs and narcotics
  - .2 a weapon or a component thereof, ammunition for a weapon, and anything that is designed to kill, injure or disable a person or that is altered so as to be capable of killing, injuring or disabling a person, when possessed without prior authorization,
  - .3 an explosive or a bomb or a component thereof,
  - .4 currency over any applicable prescribed limit, \$25.00, and
  - .5 any item not described in paragraphs (a) to (d) that could jeopardize the security of a Penitentiary or the safety of persons, when that item is possessed without prior authorization.
- .6 "Unauthorized smoking and related Items" means all smoking items including, but not limited to, cigarettes, cigars, tobacco, chewing tobacco, cigarette making machines, matches and lighters.
- .7 "Commercial Vehicle" means any motor vehicle used for the shipment of material, equipment and tools required for the construction project.
- .8 "CSC" means Correctional Service Canada.
- .9 "Director" means Director or Warden of the Institution as applicable or their representative.

- .10 "Construction employees" means persons working for the general contractor, the sub-contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
- .11 "Departmental Representative" means the Public Works and Government Services Canada representative defined in General Conditions.
- .12 "Perimeter" means the fenced or walled area of the institution that restrains the movement of the inmates.
- .13 "Construction zone" means area, as indicated in the contract documents, that the contractor will be allowed to work". This area may or may not be isolated from the security area of the institution. Limits to be confirmed at construction start-up meeting.

#### **4.3 PRELIMINARY PROCEEDINGS**

- .1 At construction start-up meeting:
  - .1 Discuss the nature and extent of all activities involved in the Project.
  - .2 Establish mutually acceptable security procedures in accordance with this instruction and the institution's particular requirements.
- .2 The contractors's responsibilities:
  - .1 Ensure that all construction employees are aware of the CSC security requirements.
  - .2 Ensure that a copy of the CSC security requirements is always prominently on display at the job site.
- .3 Co-operate with institutional personnel in ensuring that security requirements are observed by all construction employees.

#### **4.4 CONSTRUCTION EMPLOYEES**

- .1 Submit to the Departmental Representative a list of the names with date of birth of all construction employees to be employed on the construction site and a security clearance form for each employee.
- .2 Allow 10 working days for processing of security clearances. Employees will not be admitted to the Institution without a valid security clearance in place and a recent picture identification such as a provincial driver's license. Security clearances obtained from other CSC institutions are not valid at this institution except as approved otherwise.
- .3 The Director may require that facial photographs may be taken of construction employees and these photographs may be displayed at appropriate locations in the institution or in an electronic database for identification purposes. The Director may require that Photo ID cards be provided for all construction workers. ID cards will then be left at the designated entrance to be picked upon arrival at the institution and shall be displayed prominently on the construction employees clothing at all time while employees are at the institution.

- .4 Entry to Institutional Property will be refused to any person there may be reason to believe may be a security risk.
- .5 Any person employed on the construction site will be subject to immediate removal from Institutional Property if they:
  - .1 appear to be under the influence of alcohol, drugs or narcotics.
  - .2 behave in an unusual or disorderly manner.
  - .3 are in possession of contraband.

#### **4.5 VEHICLES**

- .1 All unattended vehicles on CSC property must have windows closed; fuel caps locked, doors and trunks locked and keys removed. The keys must be securely in the possession of the owner or an employee of the company that owns the vehicle.
- .2 The director may limit at any time the number and type of vehicles allowed within the Institution.
- .3 Drivers of delivery vehicles for material required by the project will require security clearances and must remain with their vehicle the entire time that the vehicle is in the Institution. The director may require that these vehicles be escorted by Institutional staff or PWGSC Construction Escorts while in the Institution.
- .4 If the Director permits trailers to be left inside the secure perimeter of the Institution, the trailer doors must be locked at all times. All windows must be securely locked bars when left unoccupied. Cover all windows with expanded metal mesh. When not in use lock all storage trailers located inside and outside the perimeter. All storage trailers inside and outside the perimeter must be locked when not in use.

#### **4.6 PARKING**

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

#### **4.7 SHIPMENTS**

- .1 To avoid confusion with the institution's own shipments, address all shipments of project material, equipment and tools in the Contractor's name and have a representative on site to receive any deliveries or shipments. CSC or PWGSC staff will NOT accept receipt of deliveries or shipments of any material equipment or tools for the contractor.

#### **4.8 TELEPHONES**

- .1 The installation of telephones, facsimile machines and computers with Internet connections is not permitted within the Institution perimeter unless prior approved by the Director.
- .2 The Director will ensure that approved telephones, facsimile machine and computers with Internet connections are located where they are not accessible to inmates. All

computers will have an approved password protection that will stop an Internet connection to unauthorized personnel.

- .3 Wireless cellular and digital telephones, including but not limited to devices for telephone messaging, pagers, Blackberries, PDAs, telephone used as 2-way radios are not permitted within the Institution unless approved by the Director. If wireless cellular telephones are permitted, the user will not permit their use by any inmate.
- .4 The Director may approve but limit the use of 2-way radios.

#### **4.9 WORK HOURS**

- .1 Work hours within the Institution are: (700 TO 1900), Monday through Friday except for holidays Work may be performed after normal working hours on weekends with minimum 48 hours notice.
- .2 Work is not permitted during weekends and statutory holidays without the permission of the Director. A minimum of seven days advance notice will be required to obtain the required permission. In case of emergencies or other special circumstances, this advance notice may be waived by the Director.

#### **4.10 OVERTIME WORK**

- .1 Provide 48 hours advance notice to Director for all work to be performed after normal working hours of the Institution. Notify Director immediately if emergency work is required, such as to complete a concrete pour or make the construction site safe and secure.

#### **4.11 TOOLS AND EQUIPMENT**

- .1 Maintain a complete list of all tools and equipment to be used during the construction project. Make this inventory available for inspection when required by the Institution.
- .2 Throughout the construction project maintain up-to-date the list of tools and equipment specified above.
- .3 Keep all tools and equipment under constant supervision, particularly power-driven and cartridge- driven tools, cartridges, files, saw blades, rod saws, wire, rope, ladders and any sort of jacking device.
- .4 Store all tools and equipment in approved secure locations.
- .5 Lock all tool boxes when not in use. Keys to remain in the possession of the employees of the contractor. Secure and lock scaffolding when not erected and when erected Secure in a manner agreed upon with the Institution designate.
- .6 Report all missing or lost tools or equipment immediately to the Departmental Representative/Director.



- .7 The Director will ensure that the security staff members carry out checks of the Contractor's tools and equipment against the list provided by the Contractor. These checks may be carried out at the following intervals:
  - .1 At the beginning and conclusion of every work day or shift upon entering and exiting the Institution.
  - .2 At any time when contractor is on Institution property.
- .8 Certain tools/equipment such as cartridges and hacksaw blades are highly controlled items. The contractor will be given at the beginning of the day, a quantity that will permit one day's work. Used blades/cartridges will be returned to the Director's representative at the end of each day. Maintain up to date inventory of all used blades/cartridges.
- .9 If propane or natural gas is used for heating the construction, the institution will require that the contractor supervise the construction site during non-working hours.

#### **4.12 KEYS**

- .1 Security Hardware Keys.
  - .1 Arrange with the security hardware supplier/installer to have the keys for the security hardware to be delivered directly to Institution, specifically the Security Maintenance Officer (SMO).
  - .2 The SMO will provide a receipt to the Contractor for security hardware keys.
  - .3 Provide a copy of the receipt to the Departmental Representative.
- .2 Other Keys
  - .1 Use standard construction cylinders for locks for his use during the construction period.
  - .2 Issue instructions to employees and sub-trades, as necessary, to ensure safe custody of the construction set of keys.
- .3 Upon completion of each phase of the construction, the CSC representative will, in conjunction with the lock manufacturer:
  - .1 Prepare an operational keying schedule
  - .2 Accept the operational keys and cylinders directly from the lock manufacturer.
  - .3 Arrange for removal and return of the construction cores and install the operational core in all locks.
- .4 Upon putting operational security keys into use, the PWGSC construction escort will obtain these keys as they are required from the SMO and open doors as required by the Contractor. The Contractor shall issue instructions to his employees advising them that all security keys shall always remain with the PWGSC construction escort.

#### **4.13 SECURITY HARDWARE**

- .1 Turn over all removed security hardware to the Director of the Institution for disposal or for safekeeping until required for re-installation.

#### **4.14 PRESCRIPTION DRUGS**

- .1 Employees of the contractor who are required to take prescription drugs during the workday shall obtain approval of the Director to bring a one day supply only into the Institution.

#### **4.15 SMOKING RESTRICTIONS**

- .1 Smoking is not permitted inside correctional facilities or outdoors within the perimeter of a correctional facility and persons must not possess unauthorized smoking items within the perimeter of a correctional facility.
- .2 Persons in violation of this policy will be requested to immediately cease smoking or dispose of any unauthorized smoking items and, if they persist will be directed to leave the Institution.
- .3 Smoking is permitted outside the perimeter of a correctional facility in an area designated by the Director.

#### **4.16 CONTRABAND**

- .1 Weapons, ammunition, explosives, alcoholic beverages, drugs and narcotics are prohibited on institutional property.
- .2 The discovery of contraband on the construction site and the identification of the person(s) responsible for the contraband shall be reported immediately to the Director.
- .3 Contractors should be vigilant with both their staff and the staff of their sub-contractors and suppliers that the discovery of contraband may result in cancellation of the security clearance of the affected employee. Serious infractions may result in the removal of the company from the Institution for the duration of the construction.
- .4 Presence of arms and ammunition in vehicles of contractors, sub-contractors and suppliers or employees of these will result in the immediate cancellation of security clearances for the driver of the vehicle.

#### **4.17 SEARCHES**

- .1 All vehicles and persons entering institutional property may be subject to search.
- .2 When the Director suspects, on reasonable grounds, that an employee of the Contractor is in possession of contraband, he may order that person to be searched.
- .3 All employees entering the Institution may be subject to screening of personal effects for traces of contraband drug residue.

#### **4.18 ACCESS TO AND REMOVAL FROM INSTITUTIONAL PROPERTY**

- .1 Construction personnel and commercial vehicles will not be admitted to the institution after normal working hours, unless approved by the Director.

#### **4.19 MOVEMENT OF VEHICLES**

- .1 Construction vehicles are not to leave the Institution until an inmate count is completed. Escorted commercial vehicles will be allowed to enter or leave the institution through the vehicle access gate during the following hours:
  - .1 AM: 0745 hrs. to 1100 hrs.
  - .2 PM: 1300hrs. to 1530 hrs.
- .2 The contractor will advise the Director twenty four (24) hours in advance to the arrival on the site of heavy equipment such as concrete trucks, cranes, etc.
- .3 Vehicles being loaded with soil or other debris, or any vehicle considered impossible to search, must be under continuous supervision by CSC staff or PWGSC construction escorts working under the authority of the Director.
- .4 Commercial vehicles will only be allowed access to institutional property when their contents are certified by the Contractor or his representative as being strictly necessary to the execution of the construction project.
- .5 Vehicles will be refused access to institutional property if, in the opinion of the Director, they contain any article which may jeopardize the security of the institution. Arrange with Director for parking of contractor's vehicles at minimum security Institutions.
- .6 Private vehicles of construction employees will not be allowed within the security wall or fence of medium or maximum security institutions without the authorization of the Director.
- .7 With the approval of the Director, certain equipment may be permitted to remain on the construction site overnight or over the weekend. This equipment must be securely locked, with the battery removed. The Director may require that the equipment be secured with a chain and padlock to another solid object.

#### **4.20 MOVEMENT OF CONSTRUCTION EMPLOYEES ON INSTITUTIONAL PROPERTY**

- .1 Subject to the requirements of good security, the Director will permit the Contractor and his employees as much freedom of action and movement as is possible.
- .2 However, notwithstanding paragraph above, the Director may:
  - .1 Prohibit or restrict access to any part of the institution.
  - .2 Require that in certain areas of the institution, either during the entire construction project or at certain intervals, construction employees only be allowed access when accompanied by a member of the CSC security staff or PWGSC Construction Escort Officer.
- .3 During the lunch and coffee/health breaks, all construction employees will remain within the construction site. Construction employees are not permitted to eat in the Institution cafeteria and dining room.

#### **4.21 SURVEILLANCE AND INSPECTION**

- .1 Construction activities and all related movement of personnel and vehicles will be subject to surveillance and inspection by CSC security staff members to ensure that established security requirements are met.
- .2 CSC staff members will ensure that an understanding of the need to carry out surveillance and inspections, as specified above, is established among construction employees and maintained throughout the construction project.

#### **4.22 STOPPAGE OF WORK**

- .1 The director may request at any time that the contractor, his employees, sub-contractors and their employees not enter or leave the work site immediately due to a security situation occurring within the Institution. The contractor's site supervisor will note the name of the staff member giving the instruction, the time of the request and obey the order as quickly as possible.
- .2 The contractor shall advise the Departmental Representative of this interruption of the work within 24 hours.

#### **4.23 CONTACT WITH INMATES**

- .1 Unless specifically authorized, it is forbidden to come into contact with inmates, to talk with them, to receive objects from them or to give them objects. Any employee doing any of the above will be removed from the site and his security clearance revoked.
- .2 Digital cameras (or any other type) are not allowed on CSC property.
- .3 Notwithstanding the above paragraph, if the director approves of the use of cameras, it is strictly forbidden to take pictures of inmates, of CSC staff members or of any part of the Institution other than those required as part of this contract.

#### **4.24 COMPLETION OF CONSTRUCTION PROJECT**

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

.1

### **5 SUMMARY OF HEALTH AND SAFETY**

## **5.1 REFERENCES**

### **5.1.1 . GOVERNMENT OF CANADA.**

- .1 Canada Labour Code - Part II
- .2 Canada Occupational Health and Safety Regulations.

### **5.1.2 NATIONAL BUILDING CODE OF CANADA (NBC):**

- .1 Part 8, Safety Measures at Construction and Demolition Sites.

### **5.1.3 CANADIAN STANDARDS ASSOCIATION (CSA) AS AMENDED:**

- .1 CSA Z797-2009 Code of Practice for Access Scaffold
- .2 CSA S269.1-1975 (R2003) Falsework for Construction Purposes
- .3 CSA S350-M1980 (R2003) Code of Practice for Safety in Demolition of Structure
- .4 CSA Z1006-10 – Management of Work In Confined Space

### **5.1.4 NATIONAL FIRE CODE OF CANADA 2010 (AS AMENDED)**

- .1 Part 5 – Hazardous Processes and Operations and Division B as required.

### **5.1.5 AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):**

- .1 ANSI A10.3, Operations – Safety Requirements for
- .2 Powder-Actuated Fastening Systems.

### **5.1.6 PROVINCE OF BRITISH COLUMBIA:**

- .1 Workers Compensation Act Part 3-Occupational Health and Safety.
- .2 Occupational Health and Safety Regulations

## **5.2 RELATED SECTIONS**

- .1 N/A

## **5.3 WORKERS' COMPENSATION BOARD COVERAGE**

- .1 Comply fully with the Workers' Compensation Act, regulations and orders made pursuant thereto, and any amendments up to the completion of the work.
- .2 Maintain Workers' Compensation Board coverage during the term of the Contract, until and including the date that the Certificate of Final Completion is issued.

## **5.4 COMPLIANCE WITH REGULATIONS**

- .1 PWGSC may terminate the Contract without liability to PWGSC where the Contractor, in the opinion of PWGSC, refuses to comply with a requirement of the Workers' Compensation Act or the Occupational Health and Safety Regulations.
- .2 It is the Contractor's responsibility to ensure that all workers are qualified, competent and certified to perform the work as required by the Workers' Compensation Act or the Occupational Health and Safety Regulations.

## **5.5 SUBMITTALS**

- .1 Submit to Departmental Representative submittals listed for review.
- .2 Work affected by submittal shall not proceed until review is complete.
- .3 Submit the following:
  - .1 Health and Safety Plan.
  - .2 Copies of reports or directions issued by federal and provincial health and safety inspectors.
  - .3 Copies of incident and accident reports.
  - .4 Complete set of Material Safety Data Sheets (MSDS), and all other documentation required by Workplace Hazardous Materials Information System (WHMIS) requirements.
  - .5 Copy of current construction safety manual including safe work procedures
  - .6 Emergency Evacuation Procedures
- .4 The Departmental Representative will review the Contractor's Site Specific Project Health and Safety Plan and Emergency Procedures, and provide comments to the Contractor within 5 (five) days after receipt of the plan. Revise the plan as appropriate and resubmit to Departmental Representative.
- .5 Medical surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of work, and submit additional certifications for any new site personnel to Departmental Representative.
- .6 Submission of the Health and Safety Plan, and any revised version, to the Departmental Representative is for information and reference purposes only. It shall not:
  - .1 Be construed to imply approval by the Departmental Representative.
  - .2 Be interpreted as a warranty of being complete, accurate and legislatively compliant.
  - .3 Relieve the Contractor of his legal obligations for the provision of health and safety on the project.

## **5.6 RESPONSIBILITY**

- .1 If one or more contractors are employed at the site, you may be requested to assume responsibility as the Prime Contractor for work under this contract and appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location in accordance with sections 118 and 119 of Part 3 of the Workers Compensation Act.
- .2 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .3 Comply with and enforce compliance by employees with safety requirements of Contract documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan, control personnel, and temporary lighting as required.

## **5.7 HEALTH AND SAFETY COORDINATOR**

- .1 When required by Worksafe B.C. regulations the Prime Contractor shall appoint a Health and Safety Coordinator who is a Registered Occupational Hygienist and shall:
  - .1 Be responsible for completing all health and safety training, and ensuring that personnel that do not successfully complete the required training are not permitted to enter the site to perform work.
  - .2 Be responsible for implementing, daily enforcing, and monitoring the site-specific Health and Safety Plan.
  - .3 Be on site during execution of work.

## **5.8 GENERAL CONDITIONS**

- .1 Provide safety barricades and lights around work site as required to provide a safe working environment for workers and protection for pedestrian and vehicular traffic.
- .2 Ensure that non-authorized persons are not allowed to circulate in designated construction areas of the work site.
  - .1 Provide appropriate means by use of barricades, fences, warning signs, traffic
  - .2 Secure site after working hours in accordance with – Security Requirements.
- .3

## **5.9 UTILITY CLEARANCES**

- .1 . The Contractor is solely responsible for all utility detection and clearances prior to starting the work

- .2 The Contractor will not rely solely upon the Reference Drawings or other information provided for utility locations.

## **5.10 PROJECT/SITE CONDITIONS**

- .1 Work at site involves:
  - .1 Contract will involve working in areas where inmates may be present, who are under supervision by CSC staff. The contractor and all employees under their control shall Conform to– Security Requirements, Section 4.23 for Contact with Inmates and other security requirements pertaining to a CSC Institution.
  - .2 CSC (federal) operational staff,
  - .3 .Confined space and restricted access space. Work at site involves:

## **5.11 REGULATORY REQUIREMENTS**

- .1 Comply with specified codes, acts, bylaws, standards and regulations to ensure safe operations at site.
- .2 In event of conflict between any provision of the above authorities, the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement, the Departmental Representative will advise on the course of action to be followed.

## **5.12 WORK PERMITS**

- .1 Obtain speciality permits related to the work before start of work.

## **5.13 FILING OF NOTICE**

- .1 The Contractor/Prime Contractor is to complete and submit a Notice of Project (NOP) to the Provincial authorities. PWGSC requires a NOP to be filed for all work.
- .2 Provide copy of all NOP's to the Departmental Representative.

## **5.14 HEALTH AND SAFETY PLAN**

- .1 Conduct a site-specific hazard assessment based on review of Contract documents, required work, and project site. Identify any known and potential health risks and safety hazards.
- .2 Develop, implement, and enforce a Site Specific Project Health and Safety Plan based on hazard assessment, including, but not limited to, the following:
  - .1 Primary requirements:
    - .1 Contractor's safety policy.
    - .2 Identification of applicable compliance obligations.
    - .3 Definition of responsibilities for project safety/organization chart for project.



- .4 General safety rules for project.
- .5 Job-specific safe work, procedures.
- .6 Inspection policy and procedures.
- .7 Incident reporting and investigation policy and procedures
- .8 Occupational Health and Safety Committee/Representative procedures.
  
- .9 Occupational Health and Safety meetings.
- .10 Occupational Health and Safety communication and record keeping procedures.
  
- .2 Summary of health risks and safety hazards resulting from analysis of hazard assessment, with respect to site tasks and operations which must be performed as part of the work.
- .3 List hazardous materials to be brought on site as required by work.
- .4 Indicate in writing engineering and administrative control measures to be implemented at the site for managing identified risks and hazards.
- .5 Identify personal protective equipment (PPE) to be used by workers.
- .6 Identify personnel and alternates responsible for site safety and health.
- .7 Identify personnel training requirements and training plan, including site orientation for new workers.
- .3 Develop the Site Specific Health and Safety Plan in collaboration with all subcontractors. Ensure that work/activities of subcontractors are included in the hazard assessment and are reflected in the plan.
  
- .4 Revise and update Site Specific Health and Safety Plan as required, and re-submit to the Departmental Representative.
  
- .5 Departmental Representative's review: the review of the contractors' Site Specific Safety Health and Safety Plan by Public Works and Government Services Canada (PWGSC) is for the sole purpose of ascertaining conformance with PWGSC's Construction Safety Directive and Construction Standards. PWGSC's review shall not relieve the Contractor of responsibility for errors or omissions in final Site Specific Health and Safety Plan or of responsibility for meeting all requirements of construction and Contract documents.

## **5.15 EMERGENCY PROCEDURES**

- .1 List standard operating procedures and measures to be taken in emergency situations. Include an evacuation plan and emergency contacts (i.e. names/telephone numbers) of:
  - .1 Designated personnel from own company.
  - .2 Regulatory agencies applicable to work and as per legislated regulations.
  - .3 Local emergency resources.
  - .4 Departmental Representative.
  
- .2 Include the following provisions in the emergency procedures:
  - .1 Notify workers of the nature and location of the emergency.

- .2 Evacuate all workers safely.
  - .3 Check and confirm the safe evacuation of all workers.
  - .4 Notify the fire department or other emergency responders.
  - .5 Notify adjacent workplaces which may be affected if the risk extends beyond the
  - .6 Notify Departmental Representative.
- .3 Provide written rescue/evacuation procedures as required for, but not limited to:
- .1 Work at high angles.
  - .2 Work in confined spaces or where there is a risk of entrapment.
  - .3 Work with hazardous substances.
  - .4 Underground work.
- .4 Design and mark emergency exit routes to provide quick and unimpeded exit.

## **5.16 HAZARDOUS PRODUCTS**

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to the Departmental Representative and in accordance with the Canada Labour Code.

## **5.17 ELECTRICAL SAFETY REQUIREMENTS**

- .1 Comply with authorities and ensure that, when installing new facilities or modifying existing facilities, all electrical personnel are completely familiar with existing and new electrical circuits and equipment and their operation.
  - .1 Before undertaking any work, coordinate required energizing and de-energizing of circuits.
- .2 Maintain electrical safety procedures and take necessary precautions to ensure safety of all personnel working under this Contract, as well as safety of other personnel on site.
- .3 Develop, implement and enforce a communication plan with Departmental representative and CSC maintenance staff for all electrical work and lockout procedures.

## **5.18 ELECTRICAL LOCKOUT**

- .1 Develop, implement and enforce use of established procedures to provide electrical lockout and to ensure the health and safety of workers for every event where work must be done on any electrical circuit or facility.
- .2 Prepare the lockout procedures in writing, listing step-by-step processes to be followed by workers, including how to prepare and issue the request/authorization

form. Have procedures available for review upon request by the Departmental Representative.

- .3 Keep the documents and lockout tags at the site and list in a log book for the full duration of the Contract. Upon request, make such data available for viewing by Departmental Representative or by any authorized safety representative.

## **5.19 OVERLOADING**

- .1 Ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.

## **5.20 FALSEWORK**

- .1 Design and construct falsework in accordance with CSA S269.1.

## **5.21 SCAFFOLDING**

- .1 Design, construct and maintain scaffolding in a rigid, secure and safe manner, in accordance with CSA Z797-2009 and B.C. Occupational Health and Safety Regulations.

## **5.22 CONFINED SPACES**

- .1 Carry out work in confined spaces in compliance with Worksafe B.C. Part 9 Confined Spaces and CSA Z1006-10 Management of Work in Confined Space.

## **5.23 RESTRICTED ACCESS**

- .1 Contractor shall perform a hazard assessment and develop an appropriate restricted access entry plan in accordance with Worksafe B.C. regulations.

## **5.24 CONFINED SPACE AND RESTRICTED SPACE OUTSIDE OF DEFINED WORK SITE**

- .1 Carry out work in confined spaces in compliance with Worksafe B.C. Part 9 Confined Spaces and CSA Z1006-10 Management of Work in Confined Space. Coordinate all confined space entry work with PWGSC Departmental Representative through the contractor's confined space entry permit system.
- .2 Contractor shall perform a hazard assessment and develop an appropriate restricted access entry plan in accordance with Worksafe B.C. regulations. Coordinate all restricted access space entry work with the PWGSC Departmental Representative prior to entry.
- .3 The Contractor is required to provide a reasonable amount of time to the Departmental Representative for making arrangements for entry and/or access to

Confined Space or Restricted Access spaces located outside the designated work site.

## **5.25 POWDER-ACTUATED DEVICES**

- .1 Use powder-actuated devices in accordance with ANSI A10.3 only after receipt of written permission from the Departmental Representative.

## **5.26 FIRE SAFETY AND HOT WORK**

- .1 Obtain Departmental Representative's authorization before any welding, cutting or any other hot work operations can be carried out on site.
- .2 Hot work includes cutting/melting with use of torch, flame heating roofing kettles, or other open flame devices and grinding with equipment which produces sparks.
- .3 Hot work includes cutting/melting with use of torch, flame heating roofing kettles, other open flame devices and grinding with equipment which produces sparks.

## **5.27 FIRE SAFETY REQUIREMENTS**

- .1 Store oily/paint-soaked rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.
- .2 Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

## **5.28 FIRE PROTECTION AND ALARM SYSTEM**

- .1 Fire protection and alarm systems shall not be:
  - .1 Obstructed.
  - .2 Shut off.
  - .3 Left inactive at the end of a working day or shift.
- .2 Do not obstruct, shut-off or leave inactive at the end of a working day or shift, the fire protection and alarm systems.
- .3 Do not use fire hydrants, standpipes and hose systems for purposes other than firefighting.
- .4 Be responsible/liable for costs incurred from the fire department, the building owner and the tenants, resulting from false alarms.

## **5.29 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the work, immediately stop work and advise the Departmental Representative verbally and in writing.

### **5.30 POSTED DOCUMENTS**

- .1 Post legible versions of the following documents on site:
  - .1 Site Specific Health and Safety Plan.
  - .2 Sequence of work.
  - .3 Emergency procedures.
  - .4 Site drawing showing project layout, locations of the first-aid station, evacuation route and marshalling station, and the emergency transportation provisions.
  - .5 Notice of Project.
  - .6 Floor plans or site plans.
  - .7 Notice as to where a copy of the Workers' Compensation Act and Regulations are available on the work site for review by employees and workers.
  - .8 Workplace Hazardous Materials Information System (WHMIS) documents.
  - .9 Material Safety Data Sheets (MSDS).
  - .10 List of names of Health and Safety Coordinator, Joint Health and Safety Committee members, or Health and Safety Representative, as applicable.
- .2 Post all Material Safety Data Sheets (MSDS) on site, in a common area, visible to all workers and in locations accessible to tenants when work of this Contract includes construction activities adjacent to occupied areas.
- .3 Postings should be protected from the weather, and visible from the street or the exterior of the principal construction site shelter provided for workers and equipment, or as approved by the Departmental Representative.

### **5.31 MEETINGS**

- .1 Attend health and safety pre-construction meeting and all subsequent meetings called by the Departmental Representative.

### **5.32 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by the Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance with health and safety issues identified.
- .3 The Departmental Representative may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The General Contractor/subcontractors will be responsible for any costs arising from such a "stop work order".

END OF SECTION

Solicitation No. - N° de l'invitation

EZ899-160183/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw020

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

PWY-4-37345

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## **APPENDIX 3 - SUBMISSION REQUIREMENTS AND EVALUATION**

SRE 1 General Information

SRE 2 Proposal Requirements

SRE 3 Submission Requirements and Evaluation

SRE 4 Price of Services

SRE 5 Total Score

SRE 6 Submission Requirements - Checklist

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## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION For an Electrical Contracting Firm

#### 1.1 Reference to the Selection Procedure

An 'overview of the selection procedure' can be found in General Instructions to Contractor (GI02).

#### 1.2 Submission of Proposals

The Contractor is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Offer" (GI07).

#### 1.3 Calculation of Total Score

For this Standing Offer the Total Score will be established as follows:

Technical Rating x 80%	=	Technical Score (Points)
<u>Price Rating x 20%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

1. Submit one (1) bound original plus four (4) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

#### 2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is Twenty-Five (25) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Table of Contents
- Tabs
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Appendix 1 - Complete list of each individual who are currently directors and or owner of the offeror.
- Appendix 4 – Price Proposal Form
- Appendix 5 - Voluntary certification to support the use of apprentices
- Mandatory Certification(s)

***Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.***

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CCC No./N° CCC - FMS No./N° VME

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## **SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

### **3.1 MANDATORY REQUIREMENTS**

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

#### **3.1.1 Licensing, Certification or Authorization**

- 1.The Contractor shall be licensed by the BC Safety Authority (BCSA) as an Electrical Contractor.
- 2.The Contractor shall employ at least one Class A Electrical Field Safety Representative (FSR) certified by BCSA.
- 3.The Contractor shall employ at least two Red Seal Certified Construction Electricians.

Provide evidence of the above license and certification. **Photocopies of the license(s) and certification(s) must be included in the technical proposal.**

#### **3.1.2 Integrity Provisions – Associated Information**

The Contractor who are incorporated, including those submitting proposals as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Contractor. Contractor submitting offers as sole proprietorship, including those submitting proposals as a joint venture, must provide the name of the owner. Contractor submitting offers as societies do not need to provide lists of names. If the required names have not been received by the time the evaluation of proposals is completed, Canada will inform the Contractor of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

### **3.2 RATED REQUIREMENTS**

Offers meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

#### **3.2.1 Services of Contracting Company**

1. *What we are looking for:*  
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Contractor should provide:*  
A description of:
  - a) Roles and responsibilities of key personnel;

#### **3.2.2 Past Experience of Contracting Company**

1. *What we are looking for:*  
Demonstration over the past five (5) years, the Contractor has participated in a range of projects requiring a full scope of services in accordance with the Statement of Work (SOW) section. The Contractor's participation in these projects should have involved the scope of services listed in the Statement of Work (SOW) section.
2. *What the Contractor should provide:*



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- a) A brief description of five (5) significant projects completed / undertaken over the past five (5) years by the Contractor, the projects should be similar to the expected type of institutional projects to be completed under this Standing Offer Agreement, ensure at least one project includes 600 volt 3-phase distribution work;
  - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per trade;
  - c) Indicate the dates the services were provided for the listed projects;
  - d) Scope of services rendered, project objectives, constraints and deliverables; and
  - e) Client references - name, address, phone and fax of client contact at working level. Canada reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event the information cannot be verified or the service is found to be unsatisfactory, the offer will be considered non-responsive and no further consideration will be given to the Contractor.
3. The Contractor (as defined in General Instructions GI 03) must possess the knowledge on the above projects. Past project experience from entities other than the Contractor will not be considered in the evaluation unless these entities form part of a joint venture Contractor.
  4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

### 3.2.3 Senior Personnel Expertise and Experience

1. *What we are looking for:*  
Demonstration that the Contractor has senior (Over 10 Years Direct Experience) in-house personnel with the capability, capacity and expertise in each area listed in the Statement of Work (SOW) section.
2. *What the Contractor should provide:*
  - a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Statement of Work (SOW) section; and
  - b) Identify the personnel's years of experience, the number of years with the firm; and
  - c) Trade accreditation; and
3. In-house personnel means personnel within the Contractor's organization (as defined in General Instructions GI 03). Past expertise and experience of personnel not within the Contractor's (or joint venture Contractor's) organization will not be considered in the evaluation.

### 3.2.4 Project Personnel Expertise and Experience

1. *What we are looking for:*  
A demonstration that the Contractor has project in-house personnel (Over 5 Years Direct Experience) with the capability, capacity and expertise to provide the required services and deliverables listed in the Statement of Work (SOW) section.
2. *What the Contractor should provide:*
  - a) submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Statement of Work (SOW) section;
  - b) Identify the personnel's years of experience, the number of years with the firm;
  - c) Trade accreditation or equivalent ; The Contractor shall employ at least two Red Seal Certified Construction Electricians.

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3. In-house personnel means personnel within the Contractor's organization. Past expertise and experience of personnel not within the Contractor's (or joint venture Contractor's) organization will not be considered in the evaluation.

### 3.2.5 Hypothetical Projects

1. *What we are looking for:*

Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

2. *What the Contractor should provide for each hypothetical project :*

- a) description of the approach and methodology that you would employ to solve the problem;
- b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
- c) project management approach to working in correctional environment where access is controlled and restricted.

Calculation of a fee for the provision of these services is not required.

3. *The Facts:*

When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Contractor sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

### **PROJECT 1**

*PWGSC has received a request from Correctional Service Canada to remove and upgrade two single-phase UPS units in the telecom room and a three-phase UPS in the electrical room (3 UPS total) within inmate Living Unit 1 at Matsqui Institution in Abbotsford BC while minimizing the impact on correctional operations.*

### **PROJECT 2**

*PWGSC has received a request from Correctional Service Canada to upgrade the existing exterior and interior lighting systems to LED at the Principal Entrance Building at Kent Institution in Agassiz BC while minimizing the impact on correctional operations.*

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### 3.3 EVALUATION AND RATING

Offers that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the offer will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Services of Contracting Company	1.0	0 - 10	0 - 10
Past Experience of Contracting Company	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	4.0	0 - 10	0 - 40
<b>Total</b>	<b>10.0</b>		<b>0 - 100</b>

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**Generic Evaluation Table**

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Contractor's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Contractor do not possess qualifications and experience	Contractor lacks qualifications and experience	Contractor has an acceptable level of qualifications and experience	Contractor is qualified and experienced	Contractor is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, Contractor **must** achieve a minimum weighted rating of Seventy (70) out of the hundred (100) points available for the rated technical criteria as specified above.

**No further consideration will be given to Contractor not achieving the pass mark of seventy (70) points.**

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#### SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of Seventy (70) points are opened upon completion of the technical evaluation. When there are three or more responsive offers, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than Twenty Five percent (25%) above the average price will be set aside and will receive no further consideration.

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100
2. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
3. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

#### SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	80	0 - 80
Price Rating	0 - 100	20	0 - 20
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Contractor submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Contractor submitting the lower price for the services will be selected. Canada reserves the right to issue a maximum of Two (2) Standing Offers.

#### SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Contractor in ensuring a complete submission. The Contractor is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Offer", General Instructions to Contractor (GI 07).

- ☐ Integrity Provisions – Associated Information - list of directors / owners
- ☐ Technical Offer - 1 original + [4] copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer
- ☐ Mandatory Certification(s)

In a separate envelope:

- ☐ Price Proposal Form - one (1) completed and submitted in a separate envelope

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## APPENDIX 4 - PRICE PROPOSAL FORM

### **INSTRUCTIONS**

1. Complete price proposal form and submit in a separate sealed envelope, with the Contractor's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Contractor are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Contractor must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have a Journeymen Electrician, the hourly rate provided must be equal to or greater than the hourly rate provided for the Apprentice Electrician. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Companies are advised that any travel time and travel-related expenses associated with the delivery of services within a 200 km radius of 100-33991 Gladys Avenue, Abbotsford, BC V2S 2E8 are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 200 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in column B. The results are added for evaluation purposes.

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Name of Contractor: \_\_\_\_\_

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

Column	A	B	C
CATEGORY OF PERSONNEL	Estimated Units Of Measurement	Fixed Rates	Extension AxB
Construction Supervisor	100 Hr	\$	\$
Journeyman Lead Hand	100 Hr	\$	\$
Journeyman Electrician	100 Hr	\$	\$
Apprentice Electrician	200 Hr	\$	\$
General Labour	200 Hr	\$	\$
Markup on Material and Subtrade	\$50,000	_____%	\$
TOTAL FOR EVALUATION PURPOSES			\$

## SIGNATURE

-----  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

-----  
Signature

-----  
Date

END OF PRICE PROPOSAL FORM

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## APPENDIX 5 - 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 C*

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 B



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**ANNEX A - CERTIFICATE OF INSURANCE** (Not required at offer closing)

# CERTIFICATE OF INSURANCE



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code

Additional Insured

**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
				\$	\$	\$
				\$		
				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
				\$		
				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
				\$		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

*(This report is not required at offer 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)