

Solicitation No. - N° de l'invitation

21C22-160001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-5-38092

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

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REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI10, "Security related requirements" and "Supplementary Conditions" SC01 Security requirements, document safeguarding location.

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 SI11.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. See GI01, Integrity Provision-Bid of R2710T 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 one (1) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$333,336.00 (HST included). Individual call-ups will vary, up to a maximum of \$ 40,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; CORCAN 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 – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

Declaration of Convicted Offences

Where a Bidder 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.

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. Statement of Work;
 - 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.

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

5. Offers received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Price Proposal Form
- b. Must indicate
 - Request for standing offer number
 - Solicitation number

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- Offeror's name
- Closing Date and Time

c. Must be received before offer closing time at fax number (506) 636-4376

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 five (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

1. The Contracting Authority for this Request for Standing Offer is:
Sandra Lomax
Supply Officer
Public Works and Government Service Canada
Real Property Contracting
189 Prince William St
Saint John, NB
E2L 2B9

Telephone: (506) 636-4362
Facsimile: (506) 636-4376
E-mail address: Sandra.lomax@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.

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SI08 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 (506) 636-4376.

SI09 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of (60) 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.
3. If the extension referred to in paragraph 2 of SI09 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 SI09 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".

SI10 SECURITY RELATED REQUIREMENTS

1. All contractors and sub-contractor staff that work on the Institutional Reserve will be required to pass security screening at the sole discretion of the Institution. All such staff must complete the Institutional Access CPIC Clearance Request – Form 1279 which may require up to eight (8) working days to process, this approval will be in effect for two (2) years. All such staff must attend a short security briefing that will orient them to the security requirements of working in the Institutional environment. This security briefing may require up to (5) working days to organize. Institutional Security shall have the right to have any of the Contractor's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect to such employees.

SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors offering 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

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Revenue Agency can be found at: 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.

- Signed certifications (Appendix 5) 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.
- 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 5.

If you accept fill out and sign Appendix 5

** The journey person-apprentice ratio is defined as the number of qualified/certified journey persons 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>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2015-07-03) Integrity Provisions – Offer

1 Offerors must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#). In addition, Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitations and resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.

- a. By submitting a 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 offer 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 Contract for default.

1. List of Names

- a. Offerors who are incorporated, including those offering as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors offering as sole proprietorship, as well as those offering as a joint venture, must provide the name of the owner(s). Offerors offering 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 bids 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 bid 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.

2. Request for Additional Information

By submitting a bid, 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 Offeror, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

3. Lobbying Act

By submitting a 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](#).

4. Canadian Offences Resulting in Legal Incapacity

By submitting a 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:
 - 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

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- 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).

5. Canadian Offences

By submitting a 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).

6. Foreign Offences

By submitting a 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 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 defense 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).

7. Ineligibility for Contract Award

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- 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 Offeror 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.
8. Declaration of Convicted Offences
- Where a 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 Offeror must provide with its offer the completed [Declaration Form](#), to be given further consideration in the procurement process.
9. Period of Ineligibility
- The following rules determine the period for which a Offeror 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 a 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 a 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 offer 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 a Offeror or an Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the offer 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.
10. 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.
11. 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.
12. 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

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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.

13. 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 a 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.

14. 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.

15. Suspension of a Offeror

The Offeror confirms that it understands that the Minister of PWGS may suspend a 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 Offeror by the Minister of PWGS.

16. Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Offeror must provide by offer 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 offer non-responsive.

17. Subcontractors

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

18. 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 Offeror, 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 a Offeror under this subsection where the ineligible Offeror 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.

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GI02 (2014-03-01) Completion of Offer

1. The offer shall be
 - a. submitted on the Price proposal form;
 - b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Offeror; and
 - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
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 (2007-05-25) Identity or Legal Capacity of the Offeror

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 (2013-04-25) Applicable Taxes

"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.

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GI05 (2007-05-25) Capital Development and Redevelopment Charges

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 (2010-01-11) Listing of Subcontractors and Suppliers

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 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

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 offering privileges are suspended or are in the process of being suspended;
 - b. the offering 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.

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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;
 - 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 (2010-01-11) Offer Costs

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 (2012-07-16) Procurement Business Number

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 (2010-01-11) Approval of Alternative Materials

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

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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 offering 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

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.

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:

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- 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 two (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 \$40,000.00 (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:

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 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 2829.
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 :

Sandra Lomax
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 405
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-4362
Facsimile: (506) 636-4376
E-mail address: Sandra.lomax@pwgsc.gc.ca

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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. – WILL BE MADE AVAILABLE AT TIME OF AWARD

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

The selected contractor for the standing offer is :

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

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SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

1. All contractors and sub-contractor staff that work on the Institutional Reserve will be required to pass security screening at the sole discretion of the Institution. All such staff must complete the Institutional Access CPIC Clearance Request – Form 1279 which may require up to eight (8) working days to process, this approval will be in effect for two (2) years. All such staff must attend a short security briefing that will orient them to the security requirements of working in the Institutional environment. This security briefing may require up to (5) working days to organize. Institutional Security shall have the right to have any of the Contractor's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect to such employees.

SC02 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.

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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. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2014-06-26);
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
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	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);
	Supplementary Conditions		
- d. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- e. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
- f. 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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APPENDIX 2 Statement of Work

Title of Standing Offer: Construction Services - Electrical Installation and Repairs

The Mandate of CORCAN Construction is to provide employment and employability skills training to offenders incarcerated in federal penitentiaries. When deemed appropriate by CORCAN Construction, the sub-contractor as part of this Standing Offer may be required to assist in the Mandate by working with offenders. The Offenders will be considered unskilled labour and the Contractor will help them gain knowledge and skills in the trade being carried out. The offenders are employed by CORCAN Construction and no financial obligations are required of the subcontractor as a result of having them as part of the workforce. The offenders are considered to have the potential to be productive upon receiving training necessary to their work and will be removed or replaced upon request from the Contractor should they not show improvement or interest in the work they are tasked with.

All contractors and sub-contractor staff that work on the Institutional Reserve will be required to pass security screening at the sole discretion of the Institution. All such staff must complete the Institutional Access CPIC Clearance Request – Form 1279 which may require up to eight (8) working days to process, this approval will be in effect for two (2) years. All such staff must attend a short security briefing that will orient them to the security requirements of working in the Institutional environment. This security briefing may require up to (5) working days to organize. Institutional Security shall have the right to have any of the Contractor's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect to such employees. The Contractor undertakes and agrees to comply with all applicable standing orders or other regulations in force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

Terms and Conditions:

- a) Provide all necessary labour, material, tools and equipment required to perform electrical work including installations, removals, and repairs relative to new construction and renovations as specified by the Project Authority on an as requested basis. The Contractor will respond to request for service within one day of being notified. The Contractor will arrange his workforce such that once started the work will continue until the work is complete.
- b) CORCAN's Project Authority or representative will issue a Call-up against a Standing Offer, providing a statement of work for each job. When requested, the Contractor will provide on demand, a detailed price estimate and a proposed work schedule for each work project.
- c) All Work will be performed to the standard that may be required by any applicable code or prescribed by specifications. If neither is applicable, then the Work will be equal in kind, quality, and finish to that of the existing property or standards. The Contractor will notify the Project Authority of any defects, faults, code violations, etc., that may be encountered during the execution of the call-up.
- d) Where the work affects occupied portions of a building, the contractor will ensure continuity of building services and necessary access for personnel and vehicles to the extent feasible.
- e) Changes to work will only be made on receipt of written instructions from the Project Authority. Any resulting adjustment to the cost of the work will be agreed upon by the Project Authority and the Contractor, and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.
- f) On award of Standing Offer, Contractor must provide names of personnel performing work on this Standing Offer, complete with proof of their qualifications: like Journey Certificate or the Interprovincial Journey Red Seal Certificate, a copy of which is to be supplied to CORCAN CONSTRUCTION. The Project Authority reserves the right to verify/substantiate qualifications of any person(s) performing work under this Standing Offer. The Contractor will ensure that all labour assigned to projects has received occupational health and safety training

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required by federal and provincial laws for construction and work in industrial and commercial sites, including but not limited to fall protection.

- g) Contractor will remove from the work site at the end of each work shift or as instructed by the Project Authority all rubbish or debris generated from the work activity. Contractor will be responsible to clean the work area and any other space that has been affected by his activity. All debris will be disposed into appropriate bins (i.e. metal, paper, garbage) provided by CORCAN.
- h) The Contractor will contribute to Institutional Security Requirements by following Tool and Equipment Security protocols that may include some or all of the following dependant on work location: provision of a complete lists of all tools/equipment brought to work site, keep all tools and equipment under constant supervision, if permitted by Security the storage of tools and equipment is required to be in lockable tool boxes, assist in tool/equipment checks by CSC security personnel.
- i) All work performed is subject to the inspection and acceptance by the Project Authority. If the Contractor is required to correct or replace the Work or any portion thereof due to poor workmanship, it will be at no cost to CORCAN, and any Work corrected or replaced by the Contractor will be subject to all provisions of the Standing Offer to the same extent as Work initially performed. The Contractor will warrant all services performed under this Standing Offer which will be, at the time of acceptance, free from defects in workmanship. The warranty is "one year parts and labour for new parts installed and 30 days for labour repairs.
- j) The Contractor will co-operate fully with other contractors or employees of the Crown sent on to the site of the Work by the Project Authority.
- k) The Contractor may be required to provide, erect, and maintain necessary barricades and signage, and will take all necessary precautions for the protection of the work and the safety of the staff and public.
- l) The Contractor will ensure that all applicable personal protective equipment (PPE) is used and ensure that all workers and authorized personnel are notified of and abide by the safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. The Contractor may be required to produce or aide in the production of Site Safety Manuals.
- m) Any required repairs outside the scope of the call-up will not be made without prior approval of the Project Authority. An estimate for these repairs will be submitted, at no cost, to and approved by the Project Authority and an amendment to the Call-up will be obtained prior to the commencement of that work. Rates will be in accordance with the Price Schedule. The Project Authority reserves the right to accept or reject the price(s) submitted and seek other prices and contractors to do the work.
- n) The Contractor will provide training to maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor will supply shop drawings and manufacturer's instructions and specifications on all new installations.
- o) All Contracted Electricians must have a minimum of five (5) years experience in commercial – industrial construction and will be a licensed Journeyman in the Province of the Location of Work - New Brunswick and/or Nova Scotia.

Repairs and Replacement Parts

1. Materials and parts used for repairs or replacement of equipment and fixtures will be new and only genuine manufacturer's replacement parts or those specified by the manufacturer. Substitute parts may only be installed provided such parts are equal to manufacturer's specifications. Substitute parts may only be installed with the permission of the Project Authority.

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-
2. Unspecified Material will be reimbursed at Laid-Down Cost, as supported by invoices, plus a Mark-Up as established in Appendix "3". The Laid-Down Cost is the sum of the product and transportation, exchange, customs and brokerage costs. The Contractor's Mark-Up on Material covers overhead, profit, and all other expenses.
 3. The Contractor must have written approval by the Project Authority and obtain a job/work order to perform new installations, repairs and replace parts outside the scope of the Call-up.
 4. CORCAN may, at CORCAN's own discretion, source and provide to the contractor Free Issue Materials to incorporate into the scope of work being carried out. Free Issue Materials are any materials which are supplied by CORCAN to the Contractor without charge.

Minimum Standards

Execute work to meet or exceed the requirements of the following codes and standards, in the event of a conflict between any of the codes or standards, the most stringent will apply. The latest edition of each will be enforced during the period of the Standing Offer.

- Canada Standards Association
- Canadian Environmental Protection Act
- National Building Code of Canada, National Fire Code, Canadian Electrical Code
- Provincial and Territorial Acts and Regulations
- Material and workmanship must conform to or exceed applicable standards of Canadian Society for Testing Material (ASTM)
- Equipment or system manufacturer's recommendations, instruction manuals and/or leaflets
- Municipal Regulations, Codes and Acts, CORCAN Construction's safety program, the construction safety in accordance with the Occupational Health and Safety Acts and Regulations, Workers/Workmen's
- Compensation Board, (WHSCC)

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APPENDIX 3 – Price Proposal Form

Unit Pricing Schedules for Initial Year – November 15, 2015 to November 14, 2016

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for both the Initial Year and Year two for the Institution or Institutions. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer will be awarded for each Institution.

- **Dorchester Penitentiary – Medium and Minimum**
 - **Location of Work – 4902 Main Street, Dorchester, NB**

Item	Description	Price per Unit – Year 1	Est. Usage per Period – Year 1	Estimated Total - Year 1
1	Journeyman Electrician Daily Service Call – includes the first hour of on-site productive hour, travel time and all related expenses.	\$	100 Calls	\$ (Unit x Usage)
2	Journeyman Electrician Hourly Labour Rate for site productive labour only in addition to Service Call: Reg. Hours: 0800 – 1800 (Monday – Friday)	\$	800 Hours	\$ (Unit x Usage)
3	Contractor's mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	%	\$8000.00	\$ (Usage + Markup)
4	Contractor's mark-up allowance for sub-contractor rates for specialized work. Eg. Welding	%	\$2500.00	\$ (Usage + Markup)
	Estimated Total Amount for Initial Year HST Extra			\$

- **Springhill Institution**
 - **Location of Work – 330 McGee Street, Springhill, NS**

Item	Description	Price per Unit – Year 1	Est. Usage per Period – Year 1	Estimated Total - Year 1
1	Journeyman Electrician Daily Service Call – includes the first hour of on-site productive hour, travel time and all related expenses.	\$	100 Calls	\$ (Unit x Usage)
2	Journeyman Electrician Hourly Labour Rate for site productive labour only in addition to Service Call: Reg. Hours: 0800 – 1800 (Monday – Friday)	\$	800 Hours	\$ (Unit x Usage)
3	Contractor's mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	%	\$8000.00	\$ (Usage + Markup)
4	Contractor's mark-up allowance for sub-contractor rates for specialized work. Eg. Welding	%	\$2500.00	\$ (Usage + Markup)
	Estimated Total Amount for Initial Year HST Extra			\$

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Unit Pricing Schedules for Year 2 – November 15, 2016 to November 14, 2017 Dorchester Penitentiary – Medium and Minimum

○ Location of Work – 4902 Main Street, Dorchester, NB

Item	Description	Price per Unit – Year 2	Est. Usage per Period – Year 2	Estimated Total - Year 2
1	Journeyman Electrician Daily Service Call – includes the first hour of on-site productive hour, travel time and all related expenses.	\$	100 Calls	\$ (Unit x Usage)
2	Journeyman Electrician Hourly Labour Rate for site productive labour only in addition to Service Call: Reg. Hours: 0800 – 1800 (Monday – Friday)	\$	800 Hours	\$ (Unit x Usage)
3	Contractor's mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	%	\$8000.00	\$ (Usage + Markup)
4	Contractor's mark-up allowance for sub-contractor rates for specialized work. Eg. Welding	%	\$2500.00	\$ (Usage + Markup)
	Estimated Total Amount for Initial Year HST Extra			\$

● Springhill Institution

○ Location of Work – 330 McGee Street, Springhill, NS

Item	Description	Price per Unit – Year 2	Est. Usage per Period – Year 2	Estimated Total - Year 2
1	Journeyman Electrician Daily Service Call – includes the first hour of on-site productive hour, travel time and all related expenses.	\$	100 Calls	\$ (Unit x Usage)
2	Journeyman Electrician Hourly Labour Rate for site productive labour only in addition to Service Call: Reg. Hours: 0800 – 1800 (Monday – Friday)	\$	800 Hours	\$ (Unit x Usage)
3	Contractor's mark-up allowance for unspecified materials, replacement parts, and specialized equipment rentals at laid down costs.	%	\$8000.00	\$ (Usage + Markup)
4	Contractor's mark-up allowance for sub-contractor rates for specialized work. Eg. Welding	%	\$2500.00	\$ (Usage + Markup)
	Estimated Total Amount for Initial Year HST Extra			\$

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-
- Charges for services calls will not be applicable if the crew is already on site for another job.
 - The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Site Authority.
 - Certain consumable supplies (such as but not limited to electrical tape, drill bits, minor lubricants, fuel for standard tools, wire nuts, etc.) shall be considered as part of the Contractor's necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.
 - Laid Down Cost - The sum of the product and transportation, exchange, customs and brokerage costs. The laid-down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer's point of use.
 - Mark-up Allowance – A percentage above the Laid Down Cost that includes purchasing expenses, internal handling, General Conditions and Overhead, and profit excluding applicable taxes.
 - All prices/rates are all inclusive and HST extra, FOB Destination.

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APPENDIX 4

Mandatory Criteria

1. Contractor must provide proof of all appropriate licenses to perform electrical work in the Province of NB and/or NS.
2. Contractor must provide proof of minimum five (5) years of experience from the date of license issue.
3. Contractor must provide proof that it holds a minimum of \$2,000,000.00 professional and civil liability insurance.
4. Contractor must provide proof indicating Journeyman staff who will work on-site have Journeyman qualifications.
5. Contractors to provide proof that Journeyman staff will have current certifications in: WHMIS, Safety Orientation, and Fall Arrest.

Proof of such is required within seven (7) days of request from Contracting Authority and prior to award of Contract.

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APPENDIX 5 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for both the Initial Year and Year two for the Institution or Institutions. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer will be awarded for each Institution.

1.1 Financial Evaluation

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Appendix 3). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

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

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ANNEX B

CERTIFICATE OF INSURANCE (not required at solicitation closing)



CERTIFICATE OF INSURANCE

Description and Location of Work Electrical Installation & Repairs Dorchester Penitentiary, Dorchester, NB	Contract No. N/A
	Project No. N/A

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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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 Page 2 of 2

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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



CERTIFICATE OF INSURANCE

Description and Location of Work Electrical Installation & Repairs Springhill Institution, Springhill, NS	Contract No. N/A
	Project No. N/A

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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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 Page 2 of 2

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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Electrical Installation & Repairs Dorchester Penitentiary, Dorchester, NB	Contract No. N/A <hr/> Project No. N/A
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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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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 Page 2 of 2

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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



CERTIFICATE OF INSURANCE

Description and Location of Work Electrical Installation & Repairs Springhill Institution, Springhill, NS	Contract No. N/A
	Project No. N/A

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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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 Page 2 of 2

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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).