



**Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

## Comments - Commentaires

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> GENERAL CONTRACTOR SERVICES - NORTH	
<b>Solicitation No. - N° de l'invitation</b> E0209-160750/C	<b>Date</b> 2016-01-28
<b>Client Reference No. - N° de référence du client</b> CBSA-E0209-160750	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-601-10686
<b>File No. - N° de dossier</b> PWU-5-38101 (601)	<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 2016-02-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Poot (RPC), Marc	<b>Buyer Id - Id de l'acheteur</b> pwu601
<b>Telephone No. - N° de téléphone</b> (780)910-1215 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA STE 1650 635-8TH AVE S.W. CALGARY Alberta T2P3M3 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number E0209-160750/B dated 2015-11-23 with a closing of 2016-01-06 at 02:00 PM (Mountain Standard Time MST). A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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

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(ii) GC2 Administration of the Contract	R2820D	(2016-01-28);
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(v) GC5 Terms of Payment	R2550D	(2016-01-28);
(vi) GC6 Delays and Changes in the Work	R2865D	(2016-01-28);
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Supplementary Conditions, if any;		
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## SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to Part 2, item 5.

**INTEGRITY PROVISIONS : Important changes have been made to the Integrity Provisions as of July 3<sup>rd</sup> 2015.**  
See 01, Integrity Provision – Offer, of 2006 Standard Instructions - Request for Standing Offers for more information.

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

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

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

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

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

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

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

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

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

### **2. Summary**

#### **2.1 General Contractor Services - North Portal, Saskatchewan**

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada (PWGSC) on behalf of Canada Border Services Agency, North Portal, Saskatchewan in the form of call ups for the provisions of General Contractor Services as detailed in the Statement of Work attached to the Request for Standing Offer. Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of three (3) years.

This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

2.2 Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

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

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

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

### **4. Debriefing**

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

### **5. Security Requirement**

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

## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the terms and conditions of the Standing Offer and Resulting Contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

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

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

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

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

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

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

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

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

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

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

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

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

## **2.6 Taxes**

The offeror is responsible for all applicable taxes.

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

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

## **2.7 Performance Evaluation**

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

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

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

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

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

## **4. Applicable Laws**

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

## **5. PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

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

4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign Appendix 2

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. General**

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

### **2. Offer Preparation Instructions**

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ( ☐ ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ( ☐ ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

###### **a) MANDATORY REQUIREMENTS - Required as part of the Offer**

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed.

###### **b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer**

- i) Status and Availability of Resources
- ii) Health & Safety Requirements
- iii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iv) Insurance
- vi) Security Requirements

#### **1.2. Financial Evaluation**

##### **1.2.1 Price Schedule - A rate must be entered for each item.**

- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **3. Ranking**

#### **3.1 Only 1 firm will be issued a standing offer.**

#### **3.2 The firm submitting the aggregate lowest price compliant submission will be issued a Standing Offer.**

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the 2006 (2015-07-03) Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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

#### 2.2 Insurance, (Annex F - Insurance Certificate)

#### 2.3 Former Public Servant – Competitive Requirements M3025T (2016-01-28)

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

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

### **1. Security Requirement**

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

### **2. Insurance Terms**

The Offeror must provide a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2900D GC10 – Insurance.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

Certificate of Insurance attached at Annex F.

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

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

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

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

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

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

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

#### **5) Deductible**

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

## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

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

- .1 General Provisions
- .2 Financial Terms
- .3 Prices
  - Payments by Credit Card

#### 2. Security Requirement For Canadian Supplier:

**PWGSC File No.: E0209-160750**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex H;
  - (b) Industrial Security Manual (Latest Edition).

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

#### 3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2015-09-03)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

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

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

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

Directorate: Real Property Contracting

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

### **5.2 Project Authority**

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

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

## **6. Identified users**

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

## **7. Call-up Procedures**

1. Best Standing Offer: the offer that provides best value (lowest aggregate price) will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.



Public Works and  
Government Services  
Canada

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

In accordance with STANDING OFFER NO.: _____	Conformément à L'OFFRE PERMANENTE No. _____	Call-up no. - No de commande
Dated _____ and the terms and conditions therein, you are Requested to carry out the worked described below.	En date du _____ Et les modalités qui y sont énumérées, vous êtes prié d'exécuter les travaux décrits ci-après.	_____

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

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

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 10. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
  - Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
  - Annex B, Basis of Payment;
  - Annex C, Health & Safety Requirements - Saskatchewan
  - Annex D, Periodic Usage Report Form; and
  - Annex F, Insurance
  - Annex G; Voluntary Report for Apprentices Employed During the Contract
  - Annex H; Security Requirement Check List (SRCL).
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

## 11. Certifications

### 11.1 Compliance

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

## 12. Applicable Laws

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

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

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 14. Estimates

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

**15. Offeror Contact Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
PBN: \_\_\_\_\_

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
  - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
  - (b) General Conditions:

(i) GC1 General Provisions	R2810D	(2015-07-09);
ii) GC2 Administration of the Contract	R2820D	(2016-01-28);
(iii) GC3 Execution and Control of the Work	R2830D	(2015-02-25);
(iv) GC4 Protective Measures	R2840D	(2008-05-12);
(v) GC5 Terms of Payment	R2550D	(2016-01-28);
(vi) GC6 Delays and Changes in the Work	R2865D	(2016-01-28);
(vii) GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii) GC8 Dispute Resolution	R2884D	(2016-05-12);
(ix) GC10 Insurance	R2900D	(2008-05-12);
  - (c) Supplementary Conditions, if any;
  - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
  - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .

### 5) Interpretation

*"Accepted by the Offeror"* \* means that the Offeror has agreed to, and commenced performance of the work.

*"Minister"* includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

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

*"Superintendent"* or *"Supervisor"* means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

*"Unit Price Table"* means the table of prices per unit set out in the Offer; and

*"Work"* means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

## **SUPPLEMENTAL CONDITIONS**

**SC01 INSERT** the following supplementary conditions in the resulting General Conditions:

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

- 1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### **1.2. Periodic Reports**

- 1.2.1 The Offeror shall provide to the Standing Offer Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Standing Offer Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

## **SC02 TERM OF CONTRACT**

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

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

## **SC03 PAYMENT**

### **3.1 CHANGES TO GC5 R2550D - TERMS OF PAYMENT**

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

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

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

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

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

  - (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
  - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
  - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
- 3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.

4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
  - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

### **3.2 Basis of Payment - see Annex B**

### **3.3 Limitation of Price**

Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **3.4 Supplemental Invoicing Instructions**

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

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

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

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

## **ANNEXES**

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

**ANNEX A**

**STATEMENT OF WORK**

**(See attached PDF document)**



## **ANNEX B**

### **.1 Basis of Payment**

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

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

**See attached for details in ANNEX E.**

## ANNEX C

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

#### 1. WCB AND SAFETY PROGRAM

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

#### 2. WORKPLACE SAFETY AND HEALTH

##### 1. EMPLOYER/CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Saskatchewan, and for the duration of the Work:
  - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2 assume the role of Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
    - 1.1.3.1 assume, as the Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

##### 2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
  - 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
  - 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
    - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
    - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

### 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

#### **SASKATCHEWAN South**

Saskatchewan Labour  
Occupational Health and Safety Division  
6th Floor, 1870 Albert Street  
Regina, SK, S3P 3V7  
Attention: Chief Safety Southern Region  
Telephone: (306) 787-4481  
Facsimile: (306) 787-2208

**ANNEX D**

**PERIODIC USAGE REPORT FORM**

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

Return to:

Marc Poot	(780) 497-3510	marc.poot@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
ATB Place, North Tower  
5<sup>th</sup> Floor, 10025 Jasper Avenue  
Edmonton, Alberta  
T5J 1S6

**REPORT ON THE VOLUME OF BUSINESS**

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

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

Description of Work	Call-up #	TOTAL BILLING

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

**PREPARED BY:**

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

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

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

## ANNEX E - OFFER

<b>Description of Work:</b> North Portal, Saskatchewan Various Projects, PWGSC General Contractor Services Standing Offer
---

### 1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 90 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 942 (*SIGMA form maybe included when PWGSC is end user*), copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .
- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.

- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing
  - .1 The prices requested in the Offer are:
    - .1 hourly rates for regular hours;
    - .2 hourly rate for each hour outside of regular hours; and
    - .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
  - .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
    - .1 labour including supervision, allowances and liability insurance;
    - .2 travel time;
    - .3 transportation/vehicle expenses;
    - .4 tools and tackle;
    - .5 overhead and profit;
    - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
  - .3 It is considered that regular hours of work fall between 0800 and 1700 hours, Monday to Friday.

#### 4. PRICES

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

##### 4.1 Unit Price Schedules - Rates

##### SCHEDULE A) Year 1

Item	Class of Labour, material or plant	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
1.	<b>Price per Service Call, including first hour of on-site productive labour, travel time and all related expenses:</b>				
a	<b>Regular working hours Monday through Friday (0800-1700):</b>				
	Journeyman Carpenter	Per call	10		
	General Labourer	Per call	10		
	Apprentice (Carpenter)	Per call	5		
	Painter	Per call	8		
	Apprentice (Painter)	Per call	4		
b	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per call	5		
	General Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
c	<b>Outside regular working hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per call	5		
	Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
Item	Description	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
2.	<b>Hourly Labour Rate only in addition to (1) above:</b>				
a	<b>During Regular Hours: Monday through Friday (0800-1700):</b>				

	Journeyman Carpenter	Per hour	150		
	Labourer	Per hour	50		
	Apprentice (Carpenter)	Per hour	150		
	Painter	Per hour	100		
	Apprentice (Painter)	Per hour	100		
<b>b</b>	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	5		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	2		
<b>c</b>	<b>Outside Regular Hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	5		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	2		
<b>3</b>	<b>Contractors Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark- up x \$10,000.00 =)</b>	N/A	\$10,000	%	
	<b>Sub Total A): Estimated Total Amount 1<sup>st</sup> Year GST Extra</b>				



#### 4. PRICES

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

##### 4.1 Unit Price Schedules - Rates

##### SCHEDULE B) Year 2

Item	Description	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
1.	<b>Price per Service Call, including first hour of on-site productive labour, travel time and all related expenses:</b>				
a	<b>During regular working hours Monday through Friday (0800-1700):</b>				
	Journeyman Carpenter	Per call	10		
	Labourer	Per call	10		
	Apprentice (Carpenter)	Per call	5		
	Painter	Per call	8		
	Apprentice (Painter)	Per call	4		
b	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per call	5		
	Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
c	<b>Outside regular working hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per call	5		
	Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
Item	Description	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
2.	<b>Hourly Labour Rate only in addition to (1) above:</b>				
a	<b>During Regular Hours: Monday through Friday (0800-1700):</b>				

	Journeyman Carpenter	Per hour	150		
	Labourer	Per hour	50		
	Apprentice (Carpenter)	Per hour	150		
	Painter	Per hour	100		
	Apprentice (Painter)	Per hour	100		
<b>b</b>	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	10		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	5		
<b>c</b>	<b>Outside Regular Hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	10		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	5		
<b>3</b>	<b>Contractors Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark- up x \$10,000.00 =)</b>	N/A	\$10,000	%	
	<b>Sub Total B): Estimated Total Amount 2<sup>nd</sup> Year GST Extra</b>				

#### 4. PRICES

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

##### 4.1 Unit Price Schedules - Rates

##### SCHEDULE C) Year 3

Item	Description	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
1.	<b>Price per Service Call, including first hour of on-site productive labour, travel time and all related expenses:</b>				
a	<b>During regular working hours Monday through Friday (0800-1700):</b>				
	Journeyman Carpenter	Per call	10		
	Labourer	Per call	10		
	Apprentice (Carpenter)	Per call	5		
	Painter	Per call	8		
	Apprentice (Painter)	Per call	4		
b	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per call	5		
	Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
c	<b>Outside regular working hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per call	5		
	Labourer	Per call	5		
	Apprentice (Carpenter)	Per call	2		
	Painter	Per call	3		
	Apprentice (Painter)	Per call	1		
Item	Description	Unit	Estimated Annual Quantity	Unit Price \$	Estimated Total Price \$
2.	<b>Hourly Labour Rate only in addition to (1)</b>				

	<b>above:</b>				
	<b>During Regular Hours:</b>				
<b>a</b>	<b>Monday through Friday (0800-1700):</b>				
	Journeyman Carpenter	Per hour	150		
	Labourer	Per hour	50		
	Apprentice (Carpenter)	Per hour	150		
	Painter	Per hour	100		
	Apprentice (Painter)	Per hour	100		
<b>b</b>	<b>Outside regular working hours: Monday through Friday (overtime)</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	10		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	5		
<b>c</b>	<b>Outside Regular Hours: Saturdays, Sundays and Statutory holidays</b>				
	Journeyman Carpenter	Per hour	10		
	Labourer	Per hour	10		
	Apprentice (Carpenter)	Per hour	10		
	Painter	Per hour	5		
	Apprentice (Painter)	Per hour	5		
<b>3</b>	<b>Contractors Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark- up x \$10,000.00 =)</b>	N/A	\$10,000	____%	
	<b>Sub Total C): Estimated Total Amount 3<sup>rd</sup> Year GST Extra</b>				

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

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

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

A rate must be entered for each item.

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

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

## APPENDIX 1

**COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF DIRECTORS**

*NOTE TO OFFERORS: LEGIBLY PRINT OR TYPE DIRECTOR' SURNAMES AND GIVEN NAMES*

[illegible]

## APPENDIX 2

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

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

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

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

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

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

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

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

Trades of those apprentices:

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

**ANNEX F**

**INSURANCE CERTIFICATE**  
**(Refer to Part 6 clause 1)**

**(See attached PDF document)**



## ANNEX G

### VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

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

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

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

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

Number of apprentices hired	Trade

(Add rows as needed)

## **ANNEX H**

### **Security Requirements Checklist (*SRCL*)**

**(See attached PDF document)**



# Statement of Work General Maintenance Standing Offer

## Miscellaneous Works & Urgent Repairs

Public Works and Government Services Canada

North Portal Port of Entry

North Portal, SK

[January 28, 2016]

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# 1 WORK DESCRIPTION

## 1.1 TERMS OF REFERENCE

### 1.1.1 PURPOSE

- .1 The purpose of the General Maintenance Standing Offer is for construction, alterations and urgent repair work, as and when required, within the following locations;
  - .1 North Portal, Saskatchewan
- .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, of the Standing Offer Agreement, 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 Saskatchewan's Occupational Health and Safety Act.

## GENERAL INFORMATION

### 1.1.4 PROJECT INFORMATION

Project Information	
Project Title:	General Maintenance/Minor Construction Services
Project Location:	North Portal, SK
Solicitation Number:	E0209-160750
PWGSC Project Number:	R.015995.001
User Department:	Public Works and Government Services Canada
Client Representative:	Ed Fullawka, Site/Cleaning Supervisor

### 1.1.5 DEPARTMENTAL REPRESENTATIVES

Department	Departmental Representative
PWGSC Project Manager:	Sheldon Jacobs, PFM
PWGSC Contracting Officer:	Marc Poot, Supply Specialist

### 1.1.6 USER DEPARTMENT

- .1 The User Department referred to throughout the SOW is Public Works and Government Services (PWGSC).

## 1.2 BACKGROUND INFORMATION EXISTING CONDITIONS

### 1.2.1 AREA OF USE / RESPONSIBILITY

- .1 Use of this Standing Offer Agreement (SOA) is for federal real property assets in the following areas of the Western Region of Canada.
- .1 The geographical region of North Portal, Saskatchewan.

- .2 Use of the SOA by PWGSC will be activated by a Call Up.

#### **1.2.2 NEED**

- .1 The Departmental Representative must to respond to construction and maintenance issues as they develop in a timely fashion.
- .2 The Departmental Representative must attend to minor Works with scheduling criteria that makes it necessary to have pre-cleared Contractors.
- .3 The Departmental Representative must address urgent operational and maintenance issues.

#### **1.2.3 CONSTRAINTS AND CHALLENGES**

- .1 The Contractor will be required to become familiar with the Work site and obtain local information as required.
- .2 All Work must comply with federal Technical Criteria and related Standards. Reference to these documents will be made available through the Departmental Representative on Work specific basis at the time of Call-up.
- .3 Construction on the Work site may 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.
- .4 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.
- .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.

### **1.3 PROJECT DELIVERY APPROACH**

#### **1.3.1 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 Time and material bases with an upset figure, or
  - .2 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. Sketches/narration and minor scopes of work may be

requested from the contractor after an inspection is conducted. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.

- .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, if requested in the SOA Call-up, the Contractor is to prepare and submit to the Departmental Representative as-built drawings based on site conditions.

### **1.3.2 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 will be carried out when the asset is fully occupied and operational.
- .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.
- .3 The Contractor will be required to obtain relevant permits from the local Authorities having Jurisdiction.



## **1.4 SUMMARY OF SERVICES**

### **1.4.1 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 may be assigned the duties and responsibility of Prime Contractor when two or more 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 Services, for sub contractors (Mechanical/electrical etc) might be arranged through a separate Call-up against individual standing offers, by PWGSC, on an as-required basis. Coordination, once approved by PWGSC, may be the responsibility of the Prime Contractor.
- .5 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. Work may be supplemented by general labourers.

- .6 The work force may be augmented by general labourers.

## **1.5 EXISTING DOCUMENTATION**

### **1.5.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL PROPONENT (*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.

### **1.5.2 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.

## **1.6 CODES, ACTS, STANDARDS, REGULATIONS**

### **1.6.1 GENERAL**

- .1 The Work shall 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 and dust, 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,
  - .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 Federal Fire Protection Standards,
  - .9 Treasury Board Fire Protection Standard,
  - .10 National Fire Protection Association (NFPA) standards,
  - .11 American Society for Testing and Materials (ASTM),

- .12 American National Standards Institute (ANSI),
- .13 Local and/or municipal codes and bylaws.
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.

#### **1.6.2 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 / Client 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 / Client Representative
- .2 There shall be no correspondence between occupants or users of the facility and the Contractor, unless directed by the Departmental Representative / Client Representative.
- .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative.
- .4 All correspondence must carry the Contract name, PWGSC Project title, PWGSC Project number, File number and date.

## 2.2.2 MEETINGS

- .1 The Departmental Representative / Client 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 one (1) hour, 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 territory of the work site. 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 User Department is responsible for communicating the interests to and with the Departmental Representative.
  - .1 Unless directed otherwise, all communication with CBSA is through the Departmental Representative.
- .2 The User Departments Security Representative, or designated 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 Existing conditions, including visible issues requiring repairs/upgrades.
  - .2 Material take-off.
  - .3 Construction quote.
    - .1 The construction quote is not to include Project Management fees, Consultant fees, Risk Allowance, Escalation or GST and is in 'Budget-Year (Current)' dollars.
    - .2 The construction quote is to include Labour, Material, Building permit and Overhead & Profit.
    - .3 Upon agreement by the Departmental Representative, the construction quote may include the rental of specialty equipment required to complete the Work. This item must be included as a separate item.
  - .4 Sketches/narrations may be requested from the contractor. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.

- .5 Include an outline of any construction assemblies to be installed and demonstrate the new assembly's tie-in to the adjacent condition. All installations shall be as per manufacturer's recommendations.
- .6 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 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 Building Permit from the Local Authority having Jurisdiction using the documents provided in the SOA Call-up.
  - .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 Secure Work site from the general public to ensure site safety 24 hours a day, 7 days a week. All equipment, materials and tools are to be secured when the site is not occupied.
  - .5 Selective demolition.
  - .6 Waste sorting/removal.
  - .7 Waste recycling or disposal at the end of each work day.
  - .8 Framing.
  - .9 Carpentry.
  - .10 Concrete finishing.
  - .11 Roofing.
  - .12 Insulating and Sealing.
  - .13 Painting.
  - .14 Decorating (Installing finishes, drapes, movement of furniture etc.)
  - .15 Floor covering installation.
  - .16 Tile setting.
  - .17 Cabinet installation.
  - .18 Glazing installation.
  - .19 Gypsum and Acoustic Ceiling installation.
  - .20 Cladding.
  - .21 Water Proofing.
  - .22 Field Services and Quality Assurance of Work conducted.
  - .23 Repair to any existing conditions that may be damaged during the Work.

- .24 Preparation and submission of As-Built drawings to the Departmental Representative upon completion of the Work if/as requested.
- .25 Daily Work-Site Clean-up and final Work Clean-up.
- .26 Other related duties as defined in the SOA Call-up.
- .27 Locate underground utilities: contact Saskatchewan Power and other service providers as required for utilities within the site and obtain written confirmation.

## 4 ANNEX

### 4.1 DEFINITIONS

- .1 "Director" means Director or Superintendent of the User Department, as applicable.
- .2 "Construction employees" mean persons working for the general Contractor, the sub-Contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
- .3 "Departmental Representative" means the project manager from Public Works and Government services Canada.
- .4 "Construction limits" means the area as shown on the contract drawings that the Contractor will be allowed to work. This area may or may not be isolated from the security adjacent areas of the facility.
- .5 "Specialist Review" by Public Works and Government Services Canada (PWGSC), Architecture and Engineering Centre of Expertise (A&E CoE) or approved alternate: A specialist review is to ensure that the requirements of the contract are undertaken in a professional manner and that the solutions are appropriate given the background information provided. The Contractor is expected to conduct an internal Quality Assurance review prior to

the Departmental Representative. The specialist review by PWGSC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.

## **4.2 ADDITIONAL CONSIDERATIONS**

### **4.2.1 GENERAL**

#### **.1 PURPOSE**

- .1 To ensure that both the Work and the asset's operations may proceed without undue disruption or hindrance and that the security of the asset is maintained at all times.

### **4.2.2 PRELIMINARY PROCEEDINGS**

- .1 Prior to the commencement of work, the Contractor will meet with Departmental Representative and User representatives to:

- .1 Discuss the nature and extent of all activities involved in the Work.
- .2 Establish mutually acceptable security procedures in accordance with this instruction and the Institution's particular requirements.

- .2 The Contractor will:

- .1 Ensure that all construction employees are aware of any security requirements.
- .2 Ensure that a copy of the security requirements, if any, is always prominently on display at the job site.

- .3 Co-operate with the User Department's personnel in ensuring that security requirements are observed by all construction employees.

### **4.2.3 PARKING**

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

### **4.2.4 SHIPMENTS**

- .1 All shipments of Work material, equipment and tools shall be addressed in the Contractor's name to avoid confusion with the Institution's own shipments. The Contractor must have his own employees on site to receive any deliveries or shipments. Departmental staff will NOT accept receipt of deliveries or shipments of any material equipment or tools.

### **4.2.5 WORK HOURS**

- .1 Work hours are: to be defined in the SOA Call-up.

### **4.2.6 OVERTIME WORK**

- .1 No overtime work will be allowed without permission of the Departmental Representative. A minimum forty-eight (48) hours advance notice is required when overtime work on the construction Work is necessary after formally approved by the Departmental Representative. If overtime work is required because of an emergency, such as the completion of a concrete pour or work to make the construction safe and secure, the Contractor will advise



the Departmental Representative as soon as this condition is known and follow the directions given by the Departmental Representative.

#### **4.2.7 KEYS**

- .1 Direction regarding keys will be provided to the Contractor by the Departmental Representative.
- .2 All keys are to be returned to the Departmental Representative.

#### **4.2.8 SMOKING RESTRICTIONS**

- .1 Smoking is only in an area designated by the Departmental Representative, smoking inside any unit is strictly prohibited.
- .2 Contractors and construction employees who are 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 Work site and any costs to remedy will be the responsibility of the contractor.

#### **4.2.9 MOVEMENT OF CONSTRUCTION EMPLOYEES ON FEDERAL PROPERTY**

- .1 If available, the Departmental Representative will designate washrooms and lunchroom facilities that are available for use by the Contractor and employees at the time of the SOA Call-up.

#### **4.2.10 SURVEILLANCE AND INSPECTION**

- .1 Construction activities and all related movement of personnel and vehicles may be subject to surveillance and inspection by User Department's staff members to ensure that established security requirements are met.

#### **4.2.11 STOPPAGE OF WORK**

- .1 The Departmental Representative may request at any time that the Contractor, his employees, Sub-Contractors and their employees leave the work site immediately.

#### **4.2.12 COMPLETION OF CONSTRUCTION WORK**

- .1 Upon completion of the construction Work 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 facility as part of the construction contract.



# CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work  General Contractor Services – North Portal, Saskatchewan	Contract No. E0209-160750
	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 <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

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>				\$	\$	\$
				\$	\$	\$
				\$		

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.