



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

**Room 100,  
167 Lombard Ave.**

**Winnipeg  
Manitoba**

**R3B 0T6**

**Bid Fax: (204) 983-0338**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region

Room 100,  
167 Lombard Ave.

Winnipeg  
Manitoba

R3B 0T6

<b>Title - Sujet</b> Dundurn Minor Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W6837-164211/A	<b>Date</b> 2016-11-02
<b>Client Reference No. - N° de référence du client</b> W6837-164211	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-014-10026
<b>File No. - N° de dossier</b> PWZ-6-39072 (014)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-11-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fagan, Mike	<b>Buyer Id - Id de l'acheteur</b> pwz014
<b>Telephone No. - N° de téléphone</b> (204)296-5375 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE  OTTAWA Ontario K1A0K2 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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **IMPORTANT NOTICE TO OFFERORS**

### **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 - OFFER**

Changes have been made to the Integrity Provisions - Offer as of 2016-04-04. See 01, Integrity Provision – Offer, of 2006 Standard Instructions - Request for Standing Offers for more information.

### **PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

### **ADDITION OF PERFORMANCE EVALUATION-CONTRACT**

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

### **ADDITION OF TERMINOLOGY**

Take note of the additional paragraph to be included in clause R2810D identified in SC06.

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

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

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

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

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

Part 6, 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, and any other annexes.

### 2. Summary

(i) The Department of National Defence has a requirement for a Regional Individual Standing Offer for the provision of skilled licensed labour, tools, equipment, supervision and material for Minor Maintenance work at Detachment Dundurn, Dundurn, Saskatchewan as well as HMCS Unicorn, Hugh Cairns Armoury and 737 Squadron in Saskatoon, Saskatchewan, on an "as required" basis in accordance with the specifications at Annex "A".

The period of the Standing Offer will be for a three (3) year period.

It is anticipated that the amount that will be spent on this standing offer will be **\$200,000.00** per year.

(ii) 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.

(iii) This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### 3. Health & Safety Requirements

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

### 4. Debriefing

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

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## 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 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.

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

#### .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.

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

#### .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.

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

#### .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.

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## **.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

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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 journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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.*



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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

- .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.
- .2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- .3 Sign and date the Offer in accordance with the RFSO.

### 2. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Annex E - Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of a soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

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

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

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

##### .1 Electronic Payment of Invoices – Offer (see SC04, Part 7B)

In accordance with SC04, of Part 7B, if you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E item 3.5 Electronic Payment Instruments, to identify which ones will be accepted.

If Annex "E" Offer - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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**Section III:** 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) Offerors shall provide References from previous comparable Work upon request.
- d) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

#### **1.1 Technical Evaluation**

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

##### **a) MANDATORY REQUIREMENTS - at closing**

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

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

- i) Health & Safety Requirements
- ii) Integrity Provisions – List of Names
- iii) Insurance

##### **c) CERTIFICATES OR LICENSES - Precedent to issuance of a Standing Offer**

- i) Requisite certificates or licenses identified in the RFSO (eg: Certificates, licenses, etc) must be submitted in accordance with PART 5 – CERTIFICATIONS.

#### **1.2 Financial Evaluation**

- .1 Price Schedule - A rate must be entered for each item.
- .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 (1) standing offer will be issued to the lowest compliant offeror.

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

#### **2.1 Basis of Selection - Mandatory Technical Criteria and Price**

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**

- .1 Only one (1) firm will be issued a standing offer.

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## 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### .2 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

### 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.

.1 **Health & Safety Requirements** - per [Annex C](#).

.2 **Insurance** (per [Annex F](#) - Insurance Certificate)

.3 **Requisite certificates or licenses** - identified in the RFSO (eg: Journeyman Tickets)

.4 **Former Public Servant – Competitive Requirements**

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 a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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## PART 6 - INSURANCE REQUIREMENTS

### 1. 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.

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## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

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

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

#### 2. Standard Clauses and Conditions

- .1 General Conditions - Standing Offer, 2005 (2016-04-04)
- .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>

#### 3. Term of Standing Offer

##### .1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to "to be determined".

The standing offer will be issued for an initial term of three (3) years.

##### .2 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.

#### 4. Authorities

##### .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.

##### .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.

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## 5. Identified users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Detachment Dundurn, Dundurn, Saskatchewan.

## 6. Call-up Procedures

- .1 Best Standing Offer: the offer that provides best value (lowest prices) 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.



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## 7. SAMPLE CALL-UP INSTRUMENT

Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
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. \_\_\_\_\_

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, ve  
d'exécuter les travaux décrits ci-après.

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

Work description - Description des travaux
--------------------------------------------

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

PWGSC-TPSGC 2829 (03/2006)

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 600,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 (2016-04-04), 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;
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

## 11. Certifications

- a) 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.

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### **13. Proactive Disclosure of Contracts with Former Public Servants**

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.

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## 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	(2016-04-04);
(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	(2016-01-28);
(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;

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*"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**

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

### **SC01 T1204 - Direct Request by Customer Department**

- .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.
- .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).

### **SC02 Periodic Reports**

- .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.
- .2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

### **SC03 TERM OF CONTRACT**

- .1 Period of the Contract

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

### **SC04 PAYMENT**

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

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

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

##### **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;

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- (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.

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

#### **4.3 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.

#### **4.4 Supplemental Invoicing Instructions - DND**

Invoicing:

1. All invoices submitted for payment shall show:
  - .1 Construction Engineering Work Order Number,
  - .2 Construction Engineering File Number,
  - .3 Requisition Number, DSS 942 (Requisition on Contract),
  - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
  - .5 Same address as on PWGSC contract.
2. Invoices are to include a breakdown as follows:
  - .1 Hourly rate per the Offer and hours of work for each tradesperson.
  - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
  - .3 Extended total.
  - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.
  - .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the

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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.

#### **4.5 Electronic Payment of Invoices - Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card.

**ANNEX E item 7.1** must be completed to indicate which electronic payment instrument, if any, is acceptable.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D will not apply to payments made using Electronic Instruments.

#### **SC05 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

##### **GC1.22 Performance Evaluation - Contract**

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. quality of workmanship
  - b. time
  - c. project management
  - d. contract management
  - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
  - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
  - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

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- e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form [PWGSC-TPSGC 2913](#), Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

## **SC06 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration, services for real property projects.

“Construction Services”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.



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## ANNEXES

Annex A Statement of Work / Specification

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 Voluntary Reports for Apprentices Employed During the Contract

Annex G Insurance Certificate (The Insurance Terms have been amended. Refer to Part 6)

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## **ANNEX A**

### **STATEMENT OF WORK / SPECIFICATION**

**Note:**

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

**DEPARTMENT OF NATIONAL DEFENCE SPECIFICATIONS**

**MINOR MAINTENANCE AND ALTERATIONS**

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## **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.

#### **.1 Hourly Rates:**

The Contractor will be paid firm hourly rates in accordance with the pricing schedule contained in ANNEX E, for work performed in accordance with the Contract.

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## ANNEX C

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

#### 1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

##### WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers Compensation Board 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.) SUPPLEMENTARY CONDITIONS (SC):

##### 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.

<b><u>SASKATCHEWAN South</u></b>	<b><u>SASKATCHEWAN North</u></b>
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	Saskatchewan Labour Occupational Health and Safety Division 122 - 3rd Avenue North Saskatoon, SK, S7K 2H6 Attention: Chief Safety Northern Region Telephone: (306) 933-5050 Facsimile: (306) 933-7337

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## ANNEX D

### Periodic Usage Report Form

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

Return to:

Mike Fagan	(204) 296-5375	Mike.Fagan@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  
Ste. 100 - 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba  
R3C 2Z1

### 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.: \_\_\_\_\_

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## ANNEX E OFFER

**Description of Work: Detachment Dundurn, Saskatchewan  
Various Projects, Department of National Defence  
Minor Maintenance 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;

The Offeror agrees:

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

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- .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 Standing Offer are:
    - a. Hourly rates for regular hours including items listed in 1.4
    - b. Hourly rates for each hour outside of regular hours including items listed in 1.4.
    - c. In reference to section 3.1 'Materials', material cost is an allowance included in the proposal/offer for purposes of evaluation.
  2. The hourly rates requested in the proposal/offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
    - a. Labour including supervision, allowances and liability insurance
    - b. Travel time
    - c. Transportation/vehicle expenses
    - d. Tools and tackle



e. Overhead and profit

f. 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 can fall between 0800 and 1630 hours, Monday to Friday.

.7 Electronic Payment Instruments

.1 The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

( ) VISA Acquisition Card;

( ) MasterCard Acquisition Card;

.8 Instructions

1. It is MANDATORY that bidders submit firm all inclusive prices/rates for the period of the proposed Standing Offer in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Offer.
2. Should there be an error in the extended pricing of the bidder's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.
3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

**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 Hours / Quantity	Unit Price	Estimated Total Price
<b>1.</b>	<b>Hourly rate, including travel time and all related expenses</b>				
	<b>During Regular Hours 0800- 1630 hours, Monday through Friday</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	200		
	<b>Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	100		
<b>2.</b>	<b>Standing Offeror Holder Mark up on Allowance</b> for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.	_____ %	
<b>Subtotal A): Item 1 &amp; Item 2 = Estimated Total Amount Year 1 – GST Extra</b>					

**4.1 Unit Price Schedules - Rates (continued)****SCHEDULE B) Year 2**

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
<b>1.</b>	<b>Hourly rate, including travel time and all related expenses</b>				
	<b>During Regular Hours 0800- 1630 hours, Monday through Friday</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	200		
	<b>Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	100		
<b>2.</b>	<b>Standing Offeror Holder Mark up on Allowance</b> for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.	_____ %	
<b>Subtotal B): Item 1 &amp; Item 2 = Estimated Total Amount Year 2 – GST Extra</b>					

**4.1 Unit Price Schedules - Rates (continued)****SCHEDULE C) Year 3**

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
<b>1.</b>	<b>Hourly rate, including travel time and all related expenses</b>				
	<b>During Regular Hours 0800- 1630 hours, Monday through Friday</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	200		
	<b>Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays</b>				
	i) Journeyman Carpenter	/hour	500		
	ii) Trade Helper (Carpenter)	/hour	500		
	iii) Journeyman Plumber	/hour	200		
	iv) Trade Helper (Plumber)	/hour	200		
	v) Journeyman Painter	/hour	200		
	vi) Trade Helper (Painter)	/hour	200		
	vii) Journeyman Mason	/hour	200		
	viii) Trade Helper (Mason)	/hour	200		
	ix) Journeyman Electrician	/hour	200		
	x) Trade Helper (Electrician)	/hour	200		
	xi) General Labourer	/hour	100		
<b>2.</b>	<b>Standing Offeror Holder Mark up on Allowance</b> for unspecified material, replacement parts, required permits and certificates. (% mark up x \$20,000. = )	n/a	\$20,000.	_____ %	
<b>Subtotal C): Item 1 &amp; Item 2 = Estimated Total Amount Year 3 – GST Extra</b>					

**4.2 TOTAL EVALUATED PRICE** (*Year 1 + Year 2 + Year 3 = Total Evaluated Price*)

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

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 - INTEGRITY PROVISIONS

(Text copied from the *Ineligibility and Suspension Policy* <http://www.tpsqc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

**List of names:** All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

Prénom/ First name	Nom Last Name	Position (si applicable) /Position (if applicable)

Solicitation No. - N° de l'invitation  
W6837-164211/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwz014

Client Ref. No. - N° de réf. du client  
W6837-164211

File No. - N° du dossier  
PWZ-6-39072

CCC No./N° CCC - FMS No./N° VME

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## APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

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

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

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

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

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

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

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

Trades of those apprentices:

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

Solicitation No. - N° de l'invitation  
W6837-164211/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwz014

Client Ref. No. - N° de réf. du client  
W6837-164211

File No. - N° du dossier  
PWZ-6-39072

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX F**

### **INSURANCE CERTIFICATE**

**Refer to attached PDF.**



