



**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> RFSO Electrical Services PHAC Wpg	
<b>Solicitation No. - N° de l'invitation</b> 6D063-152312/A	<b>Date</b> 2017-01-02
<b>Client Reference No. - N° de référence du client</b> PHAC 6D063-152312	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-202-10103
<b>File No. - N° de dossier</b> PWZ-5-38327 (202)	<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 2017-01-20</b>	
<b>Time Zone</b> Fuseau horaire Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thompson, Valerie	<b>Buyer Id - Id de l'acheteur</b> pwz202
<b>Telephone No. - N° de téléphone</b> (204)509-0349 ( )	<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> CSCHAH 1015 Arlington St. and 820 Elgin Ave., and the JC Wilt Research Centre (JCWIDRC) at 745 Logan Ave., Winnipeg, Manitoba	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 SC04.

### **ADDITION OF TERMINOLOGY**

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

### **SECURITY**

**Prior to issuance of a Standing Offer the successful firm must hold a valid organization security clearance as indicated in PART 6, item 1, and contained in the SRCL.**

This notice is to advise ALL interested offerors that in order to be awarded a standing offer which contains a security requirement, all offerors MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the offeror not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the offeror. Please submit your written request with the following information to Valerie Thompson by facsimile 204-983-7796 or by e-mail to [valerie.thompson@pwgsc-tpsgc.ca](mailto:valerie.thompson@pwgsc-tpsgc.ca).

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following website:

<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

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## B. RESULTING CONTRACT CLAUSES

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

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

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

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

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

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

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

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

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

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

### 2. Summary

(i) **RFSO electrical services at the CSCHAH 1015 Arlington St. and 820 Elgin Ave., and the JC Wilt Research Centre (JCWIDRC) at 745 Logan Ave., Winnipeg, Manitoba.**

Prior to issuance of a Standing Offer the successful firm must hold a valid organization security clearance as indicated in PART 6, item 1, and contained in the SRCL.

Request for a Regional Individual Standing Offer to supply all materials, equipment, labour, transportation, and supervision necessary to perform the following work, as more fully described in the Statement of Work, at Public Health Agency (PHAC) facilities, Winnipeg, Manitoba.

1. It is the intent of this Standing Offer to provide skilled and licensed Journeymen as requested by Public Health Agency of Canada (PHAC) in the form of service calls for electrical services.
2. A copy of each sheet metal workers current Journeyman's licence/certification is to be provided to the departmental representative upon request.

It is anticipated that one (1) firm will be issued a standing offer. The standing offer will be issued for a 5 year term.

**OPTIONAL SITE VISIT:** It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1015 Arlington Street, Winnipeg, Manitoba on January 11, 2017. The site visit will begin at 10:30h CDT, in the Orientation Room. Attendees will be required to report to the main reception desk prior to the start time, and provide photo identification.

Bidders should communicate with the Contracting Authority no later than 14:00h CDT, January 10, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet.

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Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

(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) "The 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.

### **5. Mandatory Security Requirement - SECRET**

There is a mandatory security requirement associated with the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 (A) - Standing Offer and Resulting Contract Clauses., and the SRCL Annex H.

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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.

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

Delete: 60 days  
Insert: 1 year

### 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.

#### **.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.

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4. Signed certifications (Appendix 5) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.

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 5.

If you accept fill out and sign Appendix 5

*\* 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.*

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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)

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 SC03 Part 7B)

In accordance with SC03, 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.

#### Section III: Certifications - Offerors must submit the certifications required under Part 5.

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## 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) Status and Availability of Resources
- ii) Health & Safety Requirements
- iii) Integrity Provisions – List of Names
- iv) Insurance
- v) Security Requirement - **SECRET**
- vi) Proof of Financial Capability - upon request

##### 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 5.2.1.

#### 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.

## 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 and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

#### .1 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.

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

1. Requisite certificates or licenses identified in the RFSO must be submitted in accordance with Part 5.
  - a. Firms must be licensed to provide electrical services in the Province of Manitoba;
  - b. Firms must have five (5) years experience in delivering work of a similar nature in two (2) facilities in the last five (5) years;
  - c. Firms must be able to respond to routine requests within one (1) working day, and emergency/urgent requests within two (2) hours during regular business hours, and four (4) hours outside of normal business hours;
  - d. Firms must identify a minimum of four (4) certified Journeyman Electrician;
  - e. Certified Journeyman Electrician identified must each have a minimum of five (5) years' experience in the past five (5) years delivering work of a comparable nature; and

2. Requisite certificates or licenses identified in the RFISO must be submitted with Offer.
3. Firms must provide proof of their qualifications and experience, and their proposed workers experience by completing and submitting Appendices 1 to 3 of the Offer.

## **.2 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

## **.3 Health & Safety Requirements - per Annex C.**

## **.4 Insurance (per Annex G - Insurance Certificate)**

## **.5 Security (per Annex H - SRCL)**

## **.6 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.

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.

## **.7 Proof of Financial Capability - upon request, per article 2 of Part 6.**

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirement

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

### 2. Financial Capability

Financial Statements: In order to confirm an offeror's financial capability to perform the Contract, the Standing Offer Authority may during the RFSO evaluation phase, request from that offeror current financial information. The requested financial information may include, but is not limited to, an offeror's most recent audited financial statements or financial statements certified by an offeror's chief financial officer. The information provided will be considered in the offer evaluation and selection process. If an offer is found to be non-responsive on the basis that an offeror is considered financially incapable of performing the Work, that offeror will receive a written notification from the Standing Offer Authority.

Should an offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

### 3. 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 G](#).

#### .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.

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## **.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

#### 2. Security Requirement

##### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE 6D063-151314

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Screening C (FSC)**, 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 **SECRET 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 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>

#### 4. 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 five (5) 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.

##### .3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for additional 12 month periods, under the same conditions and at the rates or prices specified in the Standing

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Offer, **OR** at the rates or prices calculated in accordance with the formula specified in the Standing Offer, not to exceed the current CPI. (year 5 hourly rate(s) x the % = the new hourly rate) % is not to exceed CPI for construction services for the previous 12 month period for the applicable trade.

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

## 5. 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.

## 6. Identified users

The Identified User authorized to make call-ups against the Standing Offer is: Public Health Agency of Canada (PHAC), Winnipeg, Manitoba.

## 7. 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.



## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

- 9.1 Individual call-ups against the Standing Offer greater than \$100,000.00 (GST/HST included) must be authorized by 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; Voluntary Report for Apprentices Employed During the Contract
  - Annex G, Insurance
  - Annex H, SRCL
- 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.

## 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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#### **14. Status and Availability of Resources**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## 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

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

### 1. 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).

### 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

### .1 Period of the Contract

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

## SC03 PAYMENT

### .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.

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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 - PHAC**

Invoicing:

1. Work order numbers must be submitted with each invoice. No invoice will be considered for payment unless work order numbers are indicated on the invoice.
2. Invoice must also show:
  - a) Call-Up against Standing Offer number (if applicable);
  - b) Work location;
  - c) Date;
  - d) Work Order number;

- 
- e) Description of work activities;
  - f) Hours broken down as per Unit Price Table in the Tender and Acceptance (Individual time sheet for each work order itemizing work done, date and hours spent completing the work);
  - g) Material net cost and mark-up;
  - h) State on each invoice whether it is a progress billing or an indication of all work completed;
  - i) Provide a copy of the suppliers invoice for parts and equipment acquired by the Standing Offer holder for final supply to CSCHAH.
3. In the event of a dispute, make any and all records available to PHAC to substantiate time and/or materials spent on any one repair. Should there still be a discrepancy, the CSCHAH Security sign in log shall be considered accurate.
  4. Pay all taxes levied by law including Federal, Provincial and Municipal.
  5. Materials required to be supplied and installed in the course of a service call shall be clearly identified as to individual costs to the Offeror as invoiced by the supplier. The Offeror shall submit copies of actual invoices from their supplier when submitting claims for payment.

### **3.5 Electronic Payment of Invoices - Call-up (see PART 3.1)**

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.

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## 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 - Firms Experience
  - Appendix 2 - Individuals
  - Appendix 3 - Individuals Experience
  - Appendix 4 - List of Individuals who are Currently Directors of the Offeror
  - Appendix 5 - 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 clause 3)
- Annex H SRCL

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## **ANNEX A – STATEMENT OF WORK**

See Statement of Work attached at ATT001

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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 Manitoba

#### 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 *Experience and Industry Rating Statement - Manitoba*, 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.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

#### 2.) SUPPLEMENTARY CONDITIONS (SC):

##### Workplace Safety and Health

##### 1. EMPLOYER/PRIME CONTRACTOR

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

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

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## 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.*

*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.

## **MANITOBA**

Manitoba Labour  
Workplace Safety and Health Branch  
200 – 401 York Avenue  
Winnipeg, Manitoba, R3C 0P8  
Attention: Client Services

Telephone: (204) 945-6848  
Facsimile: (204) 945-4556

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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:

Valerie Thompson	(204) 983-7796	Valerie.Thompson@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.: \_\_\_\_\_

## ANNEX E OFFER

### Description of Work:

**RFSO Electrical Services, Canadian Science Centre for Human and Animal Health (CSCHAH), 1015 Arlington Street and 820 Elgin Avenue, and JC Wilt Infectious Diseases Research Centre (JCWIDRC) at 745 Logan Avenue, Winnipeg, Manitoba**

### 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

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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 Standing Offer are:
    - a. Hourly rates for regular hours.
    - b. Hourly rates for each hour outside of regular hours.
    - c. In reference to section 2.5 '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

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- 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 06:00 and 18:00 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;

**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**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
1.	<b>Hourly Labour Rates:</b> a) <b>During Regular Hours:</b> <i>06:00 - 18:00 hours, Monday to Friday</i>  <b>Journeyman Electrician</b> Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour hour hour hour hour	2000 500 500 500 500		
2.	<b>Hourly Labour Rates:</b> b) <b>Outside Regular Hours:</b> <i>Monday through Sunday, including all day Saturday, Sunday and holidays.</i>  <b>Journeyman Electrician</b> Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour hour hour hour hour	500 100 100 100 100		
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates.  (% markup x \$100,000. = )	n/a	\$100,000.00	_____ %	\$
<b>Sub Total A): Estimated Total Amount Year 1 GST/HST Extra</b>				\$	

*continued*

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**SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
1.	<b>Hourly Labour Rates:</b> <b>a) During Regular Hours:</b> <i>06:00 - 18:00 hours, Monday to Friday</i>  <b>Journeyman Electrician</b> Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	2000		
2.	<b>Hourly Labour Rates:</b> <b>b) Outside Regular Hours:</b> <i>Monday through Sunday, including all day Saturday, Sunday and holidays.</i>  <b>Journeyman Electrician</b> Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	500		
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x \$100,000. = )	n/a	\$100,000.00	_____ %	\$
<b>Sub Total B): Estimated Total Amount Year 2 GST/HST Extra</b>				\$	

*continued*

**SCHEDULE C) Year 3**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
1.	<b>Hourly Labour Rates:</b> <b>a) During Regular Hours:</b> <i>06:00 - 18:00 hours, Monday to Friday</i>  <b>Journeyman Electrician</b>  Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	2000		
2.	<b>Hourly Labour Rates:</b> <b>b) Outside Regular Hours:</b> <i>Monday through Sunday, including all day Saturday, Sunday and holidays.</i>  <b>Journeyman Electrician</b>  Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	500		
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x \$100,000. = )	n/a	\$100,000.00	_____ %	\$
<b>Sub Total C): Estimated Total Amount Year 3 GST/HST Extra</b>				<b>\$</b>	

*continued*

**SCHEDULE D) Year 4**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
1.	<b>Hourly Labour Rates:</b> <b>a) During Regular Hours:</b> <i>06:00 - 18:00 hours, Monday to Friday</i>  <b>Journeyman Electrician</b>  Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	2000		
		hour	500		
		hour	500		
		hour	500		
		hour	500		
2.	<b>Hourly Labour Rates:</b> <b>b) Outside Regular Hours:</b> <i>Monday through Sunday, including all day Saturday, Sunday and holidays.</i>  <b>Journeyman Electrician</b>  Electrician Apprentice Level 4 Electrician Apprentice Level 3 Electrician Apprentice Level 2 Electrician Apprentice Level 1	hour	500		
		hour	100		
		hour	100		
		hour	100		
		hour	100		
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates.  (% markup x \$100,000. = )	n/a	\$100,000.00	_____ %	\$
<b>Sub Total D): Estimated Total Amount Year 4 GST/HST Extra</b>				\$	

*continued*

**SCHEDULE E) Year 5**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
1.	<p><b>Hourly Labour Rates:</b> a) <b>During Regular Hours:</b> <i>06:00 - 18:00 hours, Monday to Friday</i></p> <p><b>Journeyman Electrician</b></p> <p>Electrician Apprentice Level 4</p> <p>Electrician Apprentice Level 3</p> <p>Electrician Apprentice Level 2</p> <p>Electrician Apprentice Level 1</p>	hour	2000		
2.	<p><b>Hourly Labour Rates:</b> b) <b>Outside Regular Hours:</b> <i>Monday through Sunday, including all day Saturday, Sunday and holidays.</i></p> <p><b>Journeyman Electrician</b></p> <p>Electrician Apprentice Level 4</p> <p>Electrician Apprentice Level 3</p> <p>Electrician Apprentice Level 2</p> <p>Electrician Apprentice Level 1</p>	hour	500		
3.	<p>Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x \$100,000. = )</p>	n/a	\$100,000.00	_____ %	\$
<b>Sub Total E): Estimated Total Amount Year 5 GST/HST Extra</b>				\$	

*continued*

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**4.3 TOTAL EVALUATED PRICE (Year 1+ Year 2 + Year 3 + Year 4 + Year 5 = Total Evaluated Price)**

	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
	Sub Total SCHEDULE A) Year 1	Sub Total SCHEDULE B) Year 2	Sub Total SCHEDULE C) Year 3	Sub Total SCHEDULE D) Year 4	Sub Total SCHEDULE E) Year 5	Total Evaluated Price (col.1 + col.2 + col.3 + col.4 + col.5 = col.6)
1.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ GST/HST Extra

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

A rate must be entered for each item.

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

**Cost will be evaluated on the Total Evaluated Price in Column 6. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**

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## **APPENDIX 1 – FIRMS EXPERIENCE - Electrical Services**

The Offeror certifies that in the last five (5) years they have completed work in the following facilities which is similar to the work described in the RFSO.

Identify two facilities in which the firm has a minimum of five (5) years' of experience. Provide the Name & Address, Phone Number and Name of the Project Standing Offer holder along with a brief Description of the work performed.

1)

2)

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## APPENDIX 2 - INDIVIDUALS

**Certification, Years of Experience & Individuals Experience:** - attach copies of certificates/licences, and list (1) one project per individual undertaken in the last (5) five years that displays their qualifications as a Journeyman Electrician performing work as described in the RFSO. A minimum of (4) four Journeyman electricians must be Identified.

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The Offeror certifies the following named Journeyman Electricians hold valid certificates.

Identify 4 Journeyman Electricians – attach copies of certificates/licenses.

<u>NAME</u>	<u>CERTIFICATION</u>	<u>YEARS EXPERIENCE</u>
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Journeyman Electrician #1:

Journeyman Electrician #2:

Journeyman Electrician #3:

Journeyman Electrician #4:

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### APPENDIX 3 - INDIVIDUALS EXPERIENCE

**NOTE: Certification, Years of Experience & Individuals Experience:** - attach copies of certificates/licences, and list (1) one project per individual undertaken in the last (5) five years that displays their qualifications as a Journeyman Electrician performing work as described in the RFSO. A minimum of (4) four Journeyman electricians must be identified.

---

The Offeror certifies the named Journeyman Electrician have a minimum of five (5) years' experience in the past five years delivering work of a comparable nature to the work described in the RFSO.

List one (1) project for each individual named in Appendix 2 which they have undertaken in the last five (5) years which displays their qualifications as a Sheet Metal Journeyman performing work described in the RFSO.

Journeyman Electrician #1:

Journeyman Electrician #2:

Journeyman Electrician #3:

Journeyman Electrician #4:

\*\* The evidence provided by the bidder may be verified. Canada reserves the right to verify information for reference satisfaction.



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**APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES – Electrical Apprentices**

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

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 F.*

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**CERTIFICATE OF INSURANCE**

**ANNEX G**

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Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work

RFSO Electrical Maintenance Services, CSCHAH 1015 Arlington St. and 820 Elgin Ave.,  
and JCWIDRC 745 Logan Ave., Winnipeg, Mb.

Standing Offer No.

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Project No.

n/a

Name of Insurer, Broker or Agent

Address (No., Street)

City

Province

Postal Code

Name of Insured (Contractor)

Address (No., Street)

City

Province

Postal Code

Additional Insured

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess 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

**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.