

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Regional Manager/Real Property  
Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario**

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

### Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

Address all enquiries to the Standing Offer Authority at  
cindy.marshall@pwgsc.gc.ca

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Regional Manager/Real Property Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

<b>Title - Sujet</b> RFSO Remediation Services, Ontario	
<b>Solicitation No. - N° de l'invitation</b> EQ447-172637/A	<b>Date</b> 2017-10-16
<b>Client Reference No. - N° de référence du client</b> EQ447-172637	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWL-048-2329
<b>File No. - N° de dossier</b> PWL-7-40081 (048)	<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 2017-11-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Marshall, Cindy	<b>Buyer Id - Id de l'acheteur</b> pwl048
<b>Telephone No. - N° de téléphone</b> (416)512-5867 ( )	<b>FAX No. - N° de FAX</b> (416)512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC/TPSGC Joseph Shepard Building 32 4900 Yonge Street Toronto, ON M2N 6A6 Canada	
<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## REQUEST FOR STANDING OFFER (RFSO)

### ENVIRONMENTAL REMEDIATION SERVICES FOR ONTARIO REGION Province of Ontario Region, excluding the National Capital Region (NCR)

#### IMPORTANT NOTICE TO OFFERORS

##### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

###### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

##### THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI09, "Industrial Security related requirements" and "Supplementary Conditions" SC01 Industrial Security requirements, document safeguarding location.

##### SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI10.

##### CONTRACT SECURITY

The Offeror could be asked to provide Contract Security on call-ups. See SC03.

##### LISTING of SUBCONTRACTORS

As per GI06 you should provide using Annex I at (time of Call-up) a list of Subcontractors that have 20% or more of the tendered price value.

##### 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

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

### GI01 (2016-04-27) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at [\*Ineligibility and Suspension Policy\*](#).
2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
  - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
  - a. it has read and understands the [\*Ineligibility and Suspension Policy\*](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or

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declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### **GI02 (2014-03-01) Completion of offer**

1. The offer shall be
  - a. submitted on the Financial Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;
  - c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

### **GI03 (2015-02-25) Identity or legal capacity of the Offeror**

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

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

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

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

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

#### **GI05 (2015-02-25) Capital development and redevelopment charges**

For the purposes of GC1.8, of R2810T "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

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

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

#### **GI07 (2014-03-01) Submission of offer**

1. The Financial Offer, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
  - a. the Financial offer shall be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - a. Solicitation Number;
  - b. Name of Offeror;
  - c. Return address; and
  - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.
5. The Offer shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the Offer envelope. All envelopes are to be provided by the Offeror.
6. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 – QUALIFICATIONS/TECHNICAL EVALUATION;
  - b. Solicitation Number; and
  - c. Name of Offeror.

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7. The Financial Offer shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 – FINANCIAL OFFER;
  - b. Solicitation Number; and
  - c. Name of Offeror.

#### **GI08 (2010-01-11) Revision of offer**

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).
5. An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (416) 512-5862

#### **GI09 (2014-09-25) Rejection of offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or



- ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI09, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Standing Offer Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

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

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

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

Offerors are required to have a Procurement Business Number (PBN) before SO Issuance. Offerors may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Offerors may contact the nearest [Supplier Registration Agent](#).

#### **GI12 (2013-04-25) Compliance with applicable laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

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2. For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

#### **GI13 (2015-02-25) Approval of alternative materials**

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

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

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's offering privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

#### **GI15 (2011-05-16) Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.

Where Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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**GI16 (2016-04-04) Code of Conduct for Procurement—offer**

The Code of Conduct for Procurement provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the offer non-responsive.

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

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit offers for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to four (4) Standing Offers, the Standing Offer period is from April 1, 2018 to March 31, 2019 with the irrevocable option to renew for 2 additional 1-year option periods. The total dollar value of all Standing Offers is estimated at \$4,000,000.00/year HST included. Individual call-ups will vary, up to a maximum of \$1,000,000.00 HST included. Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### **SI02 OFFER DOCUMENTS**

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

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

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

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

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#### **SI04 STANDING OFFER AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

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

Name: Cindy Marshall  
Telephone: 416-512-5867  
Email: Cindy.Marshall@tpsgc-pwgsc.gc.ca

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

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

#### **SI05 QUANTITY**

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

#### **SI06 PWGSC OBLIGATION**

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

#### **SI07 OPENING OF OFFERS / EVALUATION**

1. There will be no public opening at offer closing time.
2. Envelope 1 - Qualifications - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a point rated basis. Failure to meet any or all of the mandatory requirement(s) will render the offer non-compliant and no other consideration will be given to the Offer.
3. Envelope 2 – Financial Offer: Only those envelopes from Offeror's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the offer non-compliant and no other consideration will be given to the offer.

#### **SI08 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (120) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.

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3. If the extension referred to in paragraph 2 of SI09 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G109 "General Instructions to Offerors – Construction Services".

#### **SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

1. At offer closing, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the offer non-compliant and no further consideration will be given to the offer.
2. The successful offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Offer Solicitations - Instructions for Offerors" on the Standard Procurement Documents Web site [Industrial Security Program](#)

#### **SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors offering on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. 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. 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 3) 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 3.

If you accept fill out and sign APPENDIX 3

*\* The journey person-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.*

#### **SI11 Financial Capability**

SACC Manual Clause M9033T (2011-05-16) Financial Capability

#### **SI12 WEB SITES**

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

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

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

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

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

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

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

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Declaration Form

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



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## **STANDING OFFER PARTICULARS**

### **SOP01 GENERAL**

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

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

The period for placing call-ups against the Standing Offer shall be from April 1, 2018 to March 31, 2019 with the irrevocable option to renew for 2 additional 1-year option periods.

If the Standing Offer is authorized for use beyond the initial 12 month period from April 1, 2018 to March 31, 2019, the Offeror offers to extend its offer for the irrevocable option to renew for 2 additional 1-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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 of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,000,000.00 (Applicable Taxes included).

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

1. Services will be called-up as follows:
  - a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, Standing Offer Agreement Holder (Offeror) will be considered using a computerized distribution system. This system will track the dollar value of all call-ups

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assigned to each Offeror and will maintain a running total of the dollar value of all business distributed. The system will contain for each Offeror an ideal business distribution percentage which has been established as follows; [35]% of the business for the top ranked Offeror, [30]% for the 2nd ranked Offeror, [20]% for the 3rd ranked Offeror, and [15]% for the 4th ranked Offeror. In the event fewer than [four (4)] Offerors are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non distributed \%}} \times 100$$

The Offeror who is furthest under their respective ideal business distribution percentage in relation to the other Offerors will be selected for the next call-up.

- b) For each individual call-up the Offeror will be provided the Scope of Work and Annex E the Call-Up Price Proposal Form (Level of Effort and Cost Breakdown Call-Up). The Offeror will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under Annex B Basis of Payment of the Standing Offer via a completed Annex E the Call-Up Price Proposal Form (Level of Effort and Cost Breakdown). The Offeror's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed Material, Plant and Equipment, Labour (Not included in Table 1- Professional Services) if applicable. The Offeror's Call-Up Price Proposal shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
  - c) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
  - d) If the Offeror is unable to provide the services of any of the categories listed its financial offer (submitted in response to Annex B Basis of Payment of the Request for Standing Offer), the Offeror may propose a substitute with at least the same qualifications and experience in the estimation of Canada. 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 Canada's approval in its sole discretion. If the Offeror is unable to provide a substitute with similar qualifications and experience within the timeline established, Canada may set aside the standing offer.
  - e) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next Offeror who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Offeror will be authorized in writing by the Standing Offer Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
  3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Standing Offer Authority.

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## SOP05 STANDING OFFER RESPONSIBLES

### Standing Offer Contracting Authority is:

Name: Cindy Marshall  
Title: Supply Specialist  
Department: Public Services and Procurement Canada (PSPC)  
Division: Real Property Contracting (RPC) Ontario Region  
Telephone: 416-512-5867  
E-mail: Cindy.Marshall@tpsgc-pwgsc.gc.ca

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

### Departmental Representative: (PROVIDED AT TIME OF CALL-UP)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

### Standing Offer Holder's Name:

Procurement Business Number: \_\_\_\_\_  
Company's Name: \_\_\_\_\_  
Representative Name: \_\_\_\_\_  
Representative Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Standing Offer Principal Representative

The Principal Representative represents the Standing Offer Holder and is responsible for the execution of the work, all related questions, and resolving any contract disputes within a call-up.

Principal Representative Name: \_\_\_\_\_  
Representative Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENT**

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by CISD, PWGSC, the Contractor/Offeror personnel **MAY NOT ENTER** sites without an escort.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex G;
- b. Industrial Security Manual (Latest Edition).

### **SC02 INSURANCE TERMS**

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

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

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

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

**3) Proof of Insurance**

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

**4) Insurance Proceeds**

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

**5) Deductible**

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

**SC03 CONTRACT SECURITY**

Subsequent Call-ups may require that the offeror provide contract security as described in clause R2890D of the Standard Acquisition Clauses and Conditions (SACC) manual. The clause can be consulted here; <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8>. Also consult SOP03 Call-up Limitation for maximum Contract Security that could be asked for.

**SC04 PERFORMANCE EVALUATION-CONTRACT**

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

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

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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.
- 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.

## **SC05 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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## CALL-UP CLAUSES AND RESULTING CONTRACT DOCUMENTS (CD)

1. The following are a list of the “call up” contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Annex E - Call-Up Price Proposal Form (Acceptance Form) and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-08-17);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2016-01-28);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued to the RFSO or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Call-Up Price Proposal Form submitted.

## **Annex "A" STATEMENT OF WORK**

### **A.1 BACKGROUND**

The Regional Individual Standing Offer is for the purposes of carrying out projects involving the remediation of contaminated sites in Ontario region related to the issues of water (underground or surface), contaminated soils and sediments or residual materials. The Statement of Work outlines the various works to be carried out for the purposes of the Remediation Standing Offer. It also describes the deliverables, technical and administrative tasks that need to be carried out.

### **A.2 OBJECTIVE**

The remediation objectives will be determined in accordance with PWGSC's legal framework and requirements relative to each site (availability of space, physical constraints, etc.).

The Contractor is fully responsible for the performance of methods and processes used to meet project objectives. Priority must be given to an approach that addresses the concept of sustainable development, for example, by proposing green or sustainable remediation technologies. Where remediation through use of a treatment method is not feasible for technical or scheduling reasons, a method involving excavation, hauling and disposal, and abatement will be considered for the remediation of the contaminated sites.

Only treatment or disposal facilities with necessary authorizations issued by competent authorities to accept soil, water, sediments and residual materials (hazardous or not) will be considered.

### **A.3 REQUIRED SERVICES**

Depending on the site-specific considerations and environmental issues at hand (as defined and provided at the time of call-up), Contractors must perform all or part of the following services but not limited to:

- a) Completion of supplemental environmental characterization studies when needed;
- b) Preparation of the site and erection of temporary facilities;
- c) Mobilization of equipment and on-site treatment systems;
- d) Preparation and implementation of the site specific occupational safety and health program;
- e) Preparation and implementation of the site specific environmental protection plan;
- f) Implementation of measures emitted pursuant to the Canadian Environmental Assessment Act (2012) and the Ontario MOECC;
- g) Management of contaminated soil, sediment, residual materials (hazardous or not), groundwater and surface water;
- h) Management and/or abatement of hazardous materials such as asbestos, mould, lead paint, and industrial chemicals;
- i) Treatment of soil, sediment, groundwater and surface water until the established remediation objectives are achieved;
- j) Implementation of hydraulic barriers, physical barriers and engineering controls for risk management measures associated with contamination;



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- k) Excavation and temporary storage of contaminated soil and sediment;
- l) Pumping and temporary storage of groundwater and surface water;
- m) Control, monitoring and destruction of the contaminants;
- n) Implementation of a quality control plan with adjustments and modifications required to achieve the remediation objectives;
- o) Backfilling of excavations (installation of backfill and compacting materials) and sourcing backfill that meets environmental quality guidelines and project scope;
- p) Transportation and disposal of soil, water, sediment, general refuse, hazardous materials, and contaminants on approved sites to landfill or treatment facility;
- q) Planning and conducting appropriate confirmatory sampling prior to and during the completion of remediation or after risk management measures have been put in place;
- r) Prepare closure reports upon completion of the remedial work documenting and certifying the remediation objectives and/or risk management measures implemented, and to outline current conditions of the site;
- s) Dismantling and demobilization of temporary facilities ;
- t) Return of site to an acceptable state having the appearance of the pre-remediation site;
- u) Other related work.

#### **A.4 WORK SCHEDULE**

- a) The Contractor must provide detailed accurate timeline and updates to the Departmental Representative through the process as follows:
  - i. Supply and forward two (2) copies of a detailed work schedule to the Departmental Representative no later than five (5) working days after receipt of issuance of Call-up against a Standing Offer. The Departmental Representative will review the schedule to ensure it complies with the overall project schedule ;
  - ii. Monitor progress of the work based on the established schedule and immediately notify the Departmental Representative of any known or expected delays that could affect the timeline or the project completion date and make recommendations to rectify delays for the Departmental Representative consideration;
  - iii. Upon request of the departmental representative, carry out interim reviews of progress in the work, based on the submitted completion schedule, and keep accurate reports on the causes of the delays. The Contractor must provide an updated version of the schedule to the Departmental Representative each time a change has been made up until the completion of the project
  - iv. All updates or changes to the schedule are at the consideration and approval of the Departmental Representative.

The Contractor must complete form PWGSC-TPSGC 1801 and submit to the DR for approval of contract extension. No work is to commence without written approval in form of an amendment issued through the Standing Offer Authority.

## **A.5 ROLES AND RESPONSIBILITIES**

### **A.5.1 PROJECT MANAGER / DEPARTMENTAL REPRESENTATIVE**

The PWGSC Project Manager assigned to a particular project:

- a) is the designated Departmental Representative for the project;
- b) has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document; and
- c) is the liaison between the Contractor, Consultant and Client Departments

### **A.5.2 CONTRACTOR**

The Contractor must:

- a) upon execution of the Call-up, be responsible for producing all work described in the Call-up document, in a conscientious and professional manner;
- b) be responsible for gathering and identifying the needs of the client department and incorporating those needs into the required project deliverables;
- c) visit the site to obtain local information applicable to the scope of services;
- d) subject to applicable security restrictions, review existing drawings, survey notes, design notes, specifications, statement of work or reports as required for the performance of the work. All such documents must be returned to the Departmental Representative on termination of the contract.
- e) establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document;
- f) deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Project Manager;
- g) coordinate project requirements with any other renovation, repair or construction work that may be underway;
- h) attend regular project status meetings during the life of the project, as determined at the time of the Call-up;
- i) submit regular project progress reports to the Departmental Representative at time intervals determined at the time of the Call-up; and
- j) when the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the work.

## **A.6 COORDINATION WITH PWGSC**

The Contractor must:

- a) carry out services in accordance with approved documents and directions from the Project Manager;
- b) correspond only with the Project Manager at the times and in the manner dictated by the Project Manager. The Contractor shall not communicate with the client department unless so authorized in writing by the Project Manager;

- c) ensure all communications carry the PWGSC's Project Title, Project Number and File Number; and
- d) Advise the Project Manager of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding.

#### **A.7 PROJECT START-UP MEETING**

For any and all Required Services described in this Standing Offer that may be part of the Call-up:

- a) a Project Start-up Meeting will be held at the time and place to be determined by the Project Manager;
- b) the meeting is intended to facilitate group discussion of the project requirements, and to ensure that all requirements related to the delivery of the project are fully understood;
- c) the meeting introduces key stakeholders involved in the project which, depending on the type of project and the stage of its implementation, may include such people as:
  - PWGSC Representatives (Project Manager, QA Engineer, Property Manager, etc.);
  - SOA Holder Representatives (Prime Team Members, Sub-consultants, etc.);
  - Contractor Representatives;
  - Client Representatives;
  - Representatives of Local Authorities (NCC, Municipal or Provincial Government, etc.)
- e) the proposed overall Project Schedules (Consulting Services and Construction) will be reviewed to verify that all key milestones are identified and achievable; and
- f) the Departmental Representative will provide a list of available drawings, reports, studies, and other pertinent documentation in order to determine which documents, and how many copies, will be required.

#### **A.8 WORK LOCATION**

Sites located within the Province of Ontario, excluding National Capital Region (NCR).

#### **A.9 RIGHTS, NOTICES AND PERMITS**

The Contractor must provide the Departmental Representative, within 5 calendar days of its receipt, all notices related to usage rights, construction permits and other elements that may be required by federal, provincial or municipal authorities in the municipality where the work is to be carried out and assume all charges.

#### **A.10 REPORTING AND DOCUMENTS**

The Contractor must:

- (a) produce its reports in English;
- (b) sign each report; and

- (c) produce a certified report stating that the work has been completed in accordance with the requirements of an Authority having Jurisdiction, if notified verbally or in writing by the Departmental Representative.

The report must contain, at a minimum, the following sections:

- An Executive Summary;
- An introduction describing the general project framework;
- A description of the site and of environmental problems that make the remediation work necessary;
- The work method;
- A description of the work to be carried out;
- Results of testing carried out and an interpretation of the results based on current codes and standards. The results must be compiled in tables and figures that clearly indicate exceedances of applicable guidance and criteria;
- Conclusions regarding achievement of the objectives and current conditions of the site;
- Recommendations regarding additional work that needs to be done;
- As-Built drawings and documents certifying the disposal of the materials (soil, water, mud, waste products, scrap, residual materials, etc.). The documents must include specifics as to the date and time of removal, type of material, quantity in weight and volume, and final destination;
- Documents certifying compliance of the work with current codes and standards.

The Contractor must allow ten (10) days for review of the documents and comment after they have been submitted to the Departmental Representative.

The Contractor must then file a revised report that takes into account any comments from the Departmental Representative. The revised report must be issued no later than ten (10) days after comments have been provided by the Departmental Representative.

The reporting requirements notwithstanding, the Contractor must regularly inform the Departmental Representative of the progress in the work, and provide analysis results, plans and diagrams, along with any other relevant information and obtain all necessary approvals from the Departmental Representative.

#### **A.11 FORMAT OF PROJECT DOCUMENTS**

All documents, such as reports, studies, drawings, plans, etc. must be dated and signed.

The preliminary version of the end-of-project report must be provided in an electronic version to the Departmental Representative and with a copy to the Standing Offer Authority.

One (1) hard copies of the final version of the end-of-project report, printed on both sides of the paper, along with an electronic version, must be provided to the Standing Offer Authority.

The Contractor must provide computer-aided drawing (CAD) versions in International Units, as well as a reproducible original version, one (1) hard copies and an unsecured electronic version in CAD and PDF to the Standing Offer Authority.

The native file types must be provided to and approved by the Departmental Representative.

#### **A.12 STATUS OF AVAILABILITY OF RESOURCES - STANDING OFFER**

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.

#### **A. 13 WORKSITE DOCUMENTS REQUIRED**

The Contractor must keep copies of each of the following documents at the worksite for the duration of the work:

- Statement of Work;
- contract drawings;
- project-specific work offer addenda;
- reviewed shop drawings;
- modification authorizations;
- reports of other modifications made to the contract reports on testing carried out at the site;
- approved completion timetable;
- manufacturers' guidance, installation and implementation instructions;
- a copy of the environmental emergency measures plan;
- a copy of the occupational health and safety program covering workers at the site;
- a copy of the site specific health and safety plan;
- and other documents required by the applicable laws, policies, codes or guidelines.

#### **A. 14 OCCUPATIONAL HEALTH AND SAFETY**

1. The Contractor must comply with the Acts and regulations of the Province of Ontario:
  - a. Occupational Health and Safety Act Revised Statutes of Ontario 1990, Chapter O.1 as amended, and Regulations for Construction Projects, O. Reg. 213/91 as amended.
  - b. O. Reg. 490/09, Designated Substances.
  - c. Workplace Safety and Insurance Act, 199
  - d. Municipal statutes and authorities
2. The Contractor must carry out work using certified workers or apprentices in accordance with the Trades Qualification and Apprenticeship Act.
3. Only permit employees registered in Provincial apprenticeship program to perform specific tasks when under the direct supervision of certified workers.
  - a. The Contractor must submit a site-specific Health and Safety Plan to the Departmental Representative within [5] days after date of Notice to proceed and prior to commencement of Work.

Health and Safety Plan must include a minimum of:

    - .a Results of site-specific safety hazard assessment;
    - .b Results of safety and health risk or hazard analysis for site tasks and operations;

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- .c Contingency and Emergency Response Plan addressing standard operating procedures specific to the project site to be implemented during emergency situations;
  - .d Contractor's and Sub-contractors' Safety Communication Plan.
  - .e Proof of Worker's Compensation Insurance.
4. The Contractor must submit a site-specific Health and Safety Plan to the Departmental Representative for their review and remarks. The Departmental Representative will return the reviewed Health and Safety Plan to the Contractor within [5] days from receipt. The Contractor is then responsible for resubmitting a revised plan to confirm changes to Departmental Representative within [3] days from receipt. The Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for health and safety.
  5. The Contractor must submit the name of their authorized representative.
  6. The Contractor must submit copies of reports or directions issued by safety inspectors of authority having jurisdiction immediately after receipt, to the Departmental Representative, if applicable.
  7. The Contractor must submit copies of incident and accident reports immediately after incident to the Departmental Representative.
  8. The Contractor must submit Material Safety Data Sheets (MSDS) to the Departmental Representative.
  9. The Contractor must file Notice of Project with Provincial authorities, where applicable, prior to commencement of Work.
  10. The Contractor must schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.
  11. The Contractor is responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
  12. The Contractor must ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province of Ontario, and in consultation with Departmental Representative.
  13. The Contractor must immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
  14. The Contractor must where applicable the Contractor shall be designated "Constructor", as defined by Ontario Occupational Health and Safety Act.
  15. The Contractor must address any unforeseen or peculiar safety-related factor, hazard, or condition in the event it becomes evident during performance of work, than immediately stop work and advise Departmental Representative verbally and in writing.
  16. The Contractor must follow procedures in place for Employees Right to Refuse Work as specified in the Occupational Health and Safety Act for the Province of Ontario. Provide Departmental

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Representative with written report of action taken to correct non-compliance of health and safety issues identified.

17. The Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected immediately.
18. The Contractor must give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.
19. The Contractor must assign responsibility and obligation to a Competent Supervisor to stop or start Work when, at Competent Supervisor's discretion, it is necessary or advisable for reasons of health or safety.

#### **A.15 EXISTING UTILITIES**

When the work being carried out requires connections to existing services (specifically power and water), this work must be carried out at times authorized by the relevant authorities, with the least possible interruption to vehicular traffic, site operations and maintenance.

The Contractor before undertaking the work must determine the location and scope of service conduits and inform the Departmental Representative of these findings immediately.

The Contractor must confirm the location of any buried infrastructure.

If undocumented installations are discovered during the course of the work, the Contractor must immediately inform the Departmental Representative and provide him or her with a written report on these findings.

The Contractor must keep a log of the location of any utilities that are kept in service, moved or abandoned.

#### **A.16 USE OF PREMISES**

Except as otherwise indicated by the Departmental Representative, the buildings on the site are for the exclusive use of the client department and tenants. The Contractor is responsible for any damage caused to the facilities by any individual under its supervision.

The use of the premises shall be limited to the areas designated for the performance of the work.

All work shall be carried out in such a way as to disturb staff and the public to the least degree possible and to avoid hampering activities carried on at the site.

The Contractor and employees must comply with the requirements of departmental security officials with respect to security in restricted areas.

The Contractor must assume all risks of loss, damage or injury to the Contractor and to its employees and subcontractors that may occur in connection with performance of the work.

The Contractor must ensure that the worksite is tidy and remove any accumulated debris and waste materials at all times.

#### **A.17 LOCATION OF SERVICES**

The Contractor must determine, at own expense, the exact location of all services likely to be affected by the work.

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The Contractor must install equipment and conduits in such a way as to limit their footprint and keep as much useful surface area as possible free, based on the manufacturer's recommendations regarding safety, access and maintenance.

The exact location of any new facilities must be approved by the Departmental Representative before any of the work is begun.

#### **A.18 OFFICIAL LANGAUGES**

The Offeror must provide all services in the English language.



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## Annex B – BASIS OF PAYMENT

### **General Instructions for Annex B Basis of Payment and Financial Offer:**

1. *Offerors must complete Annex B Basis of Payment, Financial Offer Table 1 and 2 and submit it under separate cover, indicating on the envelope the offeror's name, the project name, the PWGSC solicitation number and the notation "Financial Offer"*
2. *Financial Offers must not include GST/HST and will be evaluated in Canadian dollars.*
3. *Offerors must not modify the form or add any information that is not requested.*
4. *In the event of a mathematical error in transferring the totals, PWGSC will correct the totals to ensure equity among the financial offers*
5. *When requested by the Standing Offer Authority during the lifetime of the standing offer, the Offeror shall be required to calculate the various estimates for the project in accordance with Annex B Basis of Payment Table 1 and 2 fixed rates (before taxes) as per the instruction shown below.*

#### **A. Table 1- Professional Services – Firm Hourly Rate Services**

Labour will be charged at firm hourly rates, inclusive of overhead and profit, in accordance with the following:

The Offeror must provide an *hourly rate for each position listed*. The hourly rates offered will be used for the period in effect and cannot be changed at any time. The hourly rates proposed by the Offeror for a Category is a single charge out rate for all employees, sub-contractors, back-up SOA Holders and specialists. PWGSC reserves the right to determine the category (or categories) of the required personnel to execute the work for every call-up.

#### **B. Table 2 - Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services)**

Price Determination for Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) will be fixed percentage for the duration of the Standing Offer and calculated as follows:

1. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price shall be the aggregate estimated cost of Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) that is required for the work as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to:
  - a. 20 percent of the aggregate costs referred to herein for Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) that is done by the Contractor, if the aggregate cost of the Work does not exceed \$50,000;
  - b. 15 percent of the aggregate costs referred to herein for Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
6. the percentage identified in Annex B Basis of Payment Table 2 - Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) (not to exceed a. or b. above) of the aggregate costs referred to herein
  - i. if the aggregate cost of the Work exceeds \$50,000; or

- ii. if the Contractor and Canada agree in writing.
2. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
3. A price per unit referred to in paragraph 2) shall be determined on the basis of the aggregate estimated cost of Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) that is required for the item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1).
4. To facilitate approval of the determination of price or the price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) each subcontract amount, and the amount of the allowance.

## **B.2 ALLOWANCES FOR PRICE DETERMINATION PRIOR TO WORK**

The allowances determined for the Price Determination prior to Work shall be considered as full compensation for:

- a. supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
- b. miscellaneous additional costs related to:
  - i. the purchase or rental of material, plant and equipment;
  - ii. the purchase of small tools and supplies;
  - iii. safety and protection measures; and
  - iv. permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

## **C. Table 3 – Evaluated Price Calculation**

The Offeror must complete and submit firm rates with its offer for Annex “B” - Basis of Payment, Financial Offer Tables 1 and 2 for the Standing Offer Period, Option Year 1 and Option Year 2

For Table 1 (Professional Services – Firm Hourly Rate Service) the Offeror must provide firm hourly rates for all line items listed under the Standing Offer Period, Option Year 1 and Option Year 2; and for Table 2 (Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) the Offeror must provide a firm cost percentage allowance offered as a percentage for the Standing Offer Period, Option Year 1 and Option Year 2.

Offers will be evaluated based on their prices offered in Annex “B” – Basis of Payment, Financial Offer Tables 1 and 2 for the Standing Offer Period, Option Year 1 and Option Year 2. The Evaluated Price will be the sum of the Extended Totals for Annex “B” Table 1 and Table 2 for the Standing Offer Period, Option Year 1 and Option Year 2 which is calculated as follows:

For Table 1 - The offeror's hourly rates will be multiplied by the estimated hours to calculate the extended price for each line item. The Evaluated price will be the aggregate of the Extended Totals for all line items for the Standing Offer Period, Option Year 1 and Option Year 2.

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For Table 2 – The offeror's fixed percentage allowance will be applied to the Estimated Price to calculate the Extended Price. The sum of all the Extended Prices for the Standing Offer Period, Option Year 1 and Option Year 2 will be used to calculate the Extended Total.

**D. Table 4 - TRAVEL ALLOWANCES**

Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the SOA Holder, that are related to the Work and approved by the Departmental Representative, shall be reimbursed to the SOA Holder at actual cost:

Travel and Living Expenses: SOA Holder's are advised that any travel-related expenses required to deliver the work within the delivery of the scope must be authorized by the Departmental Representative and will be calculated from the applicable government location (listed below) and/or from the SOA Holder's closest branch office to the project site, whichever is closer. Travel-related expenses will be paid at cost, without any allowance for profit and/or administrative overhead (with prior approval of the Departmental Representative) in accordance with current National Joint Council (NJC) Travel Directive <http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>; and the government locations that will be used to calculate disbursements related to travel and living expenses to the project site are listed below, geographic boundaries are define in Annex J attached herein.

**Government Locations:**

Central Ontario: 4900 Yonge Street, Toronto, Ontario

Eastern Ontario: 86 Clarence Street, Kingston, Ontario

South Western Ontario: 457 Richmond Street, London, Ontario

Northern Ontario: 19 Lisgar St., Sudbury for projects east of 86o longitude ie. Sault Ste Marie, Sudbury, North Bay, Timmins and Kirkland Lake; and  
130 South Syndicate Ave., Thunder Bay for projects west of 86o longitude ie. Thunder Bay, Kenora, Fort Frances, Red Lake

***Note to Offerors:*** *The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods/services ordered.*

*\*All italics will be removed upon Issuance of the Standing Offer*

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## Annex B BASIS OF PAYMENT, FINANCIAL OFFER

Table 1 – Professional Services - Firm Hourly Rate Service (See Statement of Work - B.3 )							
Hourly rates apply to, but are not limited to: Appraisals, design, monitoring, inspection, performance of work, interpreting sample analyses, project management, drafting preliminary and final reports and printing and photocopying costs.							
		A.1.1 Period of Standing Offer (April 1, 2018 – March 31, 2019)			A.1.2 Option Year 1 (April 1, 2019 – March 31, 2020)		
Item	Description of Position	(A) Firm Hourly Rate	(B) *Estimated hours (for Evaluation Purposes Only)	(C) *Extended Firm Price (AxB = C)	(D) Firm Hourly Rate	(E) *Estimated hours (for Evaluation Purposes Only)	(F) *Extended Firm Price (DxE = F)
1.	Senior project manager (Minimum 10 years of experience)	\$	40	\$	\$	40	\$
2.	Project manager or intermediate project personnel (Minimum 5 years of experience)	\$	100	\$	\$	100	\$
3.	Junior project staff (Minimum 1 year of experience)	\$	100	\$	\$	100	\$
4.	Administrative staff or assistant	\$	40	\$	\$	40	\$
5.	Draftsperson	\$	50	\$	\$	50	\$
6.	Foreman	\$	80	\$	\$	80	\$
7.	Senior technician (Minimum 8 years of experience)	\$	80	\$	\$	80	\$
8.	Intermediate technician (Minimum 5 years of experience)	\$	150	\$	\$	150	\$
9.	Junior technician (Minimum 1 year of experience)	\$	150	\$	\$	150	\$
10.	Day labourer	\$	150	\$	\$	150	\$
A.1.1 Period of Standing Offer Extended Total				\$	A.1.2 Option Year 1 Extended Total		

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<b>Table 1 Cont'd – Professional Services - Firm Hourly Rate for Services (See Statement of Work - B.3 )</b>					
Hourly rates apply to, but are not limited to: Appraisals, design, monitoring, inspection, performance of work, interpreting sample analyses, project management, drafting preliminary and final reports and printing and photocopying costs.					
<b>A.1.3 Option Year 2 (April 1, 2020 – March 31, 2021)</b>					
<b>Item</b>	<b>Description of Position</b>	<b>(G) Firm Hourly Rate</b>	<b>(H) *Estimated hours (for Evaluation Purposes Only)</b>	<b>(I) *Extended Firm Price (GxH = I)</b>	
1.	Senior project manager (Minimum 10 years of experience)	\$	40	\$	
2	Project manager or intermediate project personnel (Minimum 5 years of experience)	\$	100	\$	
3.	Junior project staff (Minimum 1 year of experience)	\$	100	\$	
4.	Administrative staff or Assistant	\$	40	\$	
5.	Draftsperson	\$	50	\$	
6.	Foreman	\$	80	\$	
7.	Senior Technician (Minimum 8 years of experience)	\$	80	\$	
8.	Intermediate technician (Minimum 5 years of experience)	\$	150	\$	
9.	Junior Technician (Minimum 1 year of experience)	\$	150	\$	
10.	Day labourer	\$	150	\$	
<b>A.1.3 Option Year 2 Extended Total</b>				\$ _____	
<b>Table 1 – A1.1 Period or Standing Offer Extended Total:</b>					\$ _____ (A1.1)
<b>Table 1 – A1.2 Option Period Year 1 Extended Total:</b>					\$ _____ (A1.2)
<b>Table 1 – A1.3 Option Period Year 2 Extended Total:</b>					\$ _____ (A1.3)
<b>Table 1 – Extended Totals = (Sum of Extended Totals A1.1 + A1.2 + A1.3)</b>					\$ _____ (A1.1 + A1.2 + A1.3)

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Table 2 - Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services)				
Item #	Description			
Offerors are not expected to provide an estimate of these costs. The amount of allowable direct charges will be determined at the time of each call-up. Price Determination for Work will be calculated as follows:				
If a Lump Sum Arrangement applies to the Contract or a part thereof, the price shall be the aggregate estimated cost of Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) that is required for the work as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to:				
1.	MAXIMUM ALLOWANCE FOR WORK NOT EXCEEDING \$50,000			Fixed Percent Maximum Allowance for the duration of the Standing Offer
a.	CONTRACTOR'S OWN FORCES 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor outside the hourly rates identified in Table 1, if the aggregate cost of the Work does not exceed \$50,000;			20%
b.	SUBCONTRACTORS 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000.			15%
		ALLOWANCE FOR WORK EXCEEDING \$50,000		
2.	A Fixed Percent Allowance for the Work Exceeding \$50,000.00 for the Period of Standing Offer			Period of Standing Offer (April 1, 2018 – March 31, 2019)
		(A) *Estimated Price	(B) Fixed Percent Allowance for the duration of the Standing Offer	(A x B = C) *Extended Price
a.	CONTRACTOR'S OWN FORCES A fixed percent(not to exceed 1. a. & 1. b. above) of the aggregate costs referred to herein for that portion of the Work done by the Contractor outside the hourly rates identified in Table 1, if the aggregate cost of the Work exceeds \$50,000;	\$125,000.00	_____%	\$
b.	SUBCONTRACTORS/SUPPLIERS A percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work exceeds \$50,000; or	\$250,000.00	_____%	\$
	2. Extended Price = Standing Offer Period (Extend Price of 2. a. + b.)			\$ _____ (2 a. + 2 b.)

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PWL-7-40081

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PW1048

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20172637

File No. - N° du dossier  
CCC No./N° CCC - FMSNo./N°VME

Item #		Option Year 1 (April 1, 2019 – March 31, 2020)		
	<b>ALLOWANCE FOR WORK EXCEEDING \$50,000</b>			
<b>3.</b>	<b>A Fixed Percent Allowance for the Work Exceeding \$50,000.00 for Option Year 1</b>	<b>(A) *Estimated Price</b>	<b>(B) Fixed Percent Allowance for the duration of the Standing Offer</b>	<b>(A x B = C) *Extended Price</b>
a.	CONTRACTOR'S OWN FORCES A fixed percent(not to exceed 1. a. & 1. b. above) of the aggregate costs referred to herein for that portion of the Work done by the Contractor outside the hourly rates identified in Table 1, if the aggregate cost of the Work exceeds \$50,000;	\$125,000.00	_____%	\$
b.	SUBCONTRACTORS/SUPPLIERS A percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work exceeds \$50,000; or	\$250,000.00	_____%	\$
	<b>3. Extended Price = Option Year 1 (Extend Price of 3. a. + b.)</b>			\$ _____ (3 a. + 3 b.)

		Option Year 2(April 1, 2020 – March 31, 2021)		
<b>4.</b>	<b>ALLOWANCE FOR WORK EXCEEDING \$50,000</b>			
	<b>A Fixed Percent Allowance for the Work Exceeding \$50,000.00 for Option Year 2</b>	<b>(A) *Estimated Price</b>	<b>(B) Fixed Percent Allowance for the duration of the Standing Offer</b>	<b>(A x B = C) *Extended Price</b>
a.	CONTRACTOR'S OWN FORCES A fixed percent(not to exceed 1. a. & 1. b. above) of the aggregate costs referred to herein for that portion of the Work done by the Contractor outside the hourly rates identified in Table 1, if the aggregate cost of the Work exceeds \$50,000;	\$125,000.00	_____%	\$
b.	SUBCONTRACTORS/SUPPLIERS A percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work exceeds \$50,000; or	\$250,000.00	_____%	\$

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pwI048  
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	<b>4. Extended Price= Option Year 2</b> (Extend Price of 4. a. + b.)	\$ _____ (4 a. + 4 b.)
	<b>Table 2 – Extended Total =</b> (Sum of Extended Prices of 2 + 3 + 4)	\$ _____ (Items 2 + 3 + 4)
<b>Table 3 – Evaluated Price Calculation</b>		
The offer's evaluated price will be calculated using the Extended Totals of Table 1 and Table 2, as follows:		
Table 1- Extended Total:		\$ _____
Table 2 -Extended Total:		\$ _____
Evaluated Price:		\$ _____
(The Evaluated Price will be used to aid in the determination of the selection of the Standing Offer ranking).		



Solicitation No. - N° de l'invitation EQ447-172637/A	Amd. No. - N° de la modif. pwl048	Buyer ID - Id de l'acheteur CCC No./N° CCC - FMSNo./N°VME
Client Ref. No. - N° de réf. du client 20172637	File No. - N° du dossier PWL-7-40081	

#### Table 4 - Travel Allowance

(Note: travel and living expenses quoted by NJC include applicable taxes. Taxes must be removed from rates before submitting invoices to the Departmental Representative).

Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the SOA Holder, that are related to the Work and approved by the Departmental Representative, shall be reimbursed to the SOA Holder at actual cost:

Travel and Living Expenses: SOA Holder's are advised that any travel-related expenses required to deliver the work within the delivery of the scope must be authorized by the Departmental Representative and will be calculated from the applicable government location (listed below) and/or from the SOA Holder's closest branch office to the project site, whichever is closer. Travel-related expenses will be paid at cost, without any allowance for profit and/or administrative overhead (with prior approval of the Departmental Representative) in accordance with current National Joint Council (NJC) Travel Directive <http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>; and the government locations that will be used to calculate disbursements related to travel and living expenses to the project site are listed below, geographic boundaries are define in Annex J attached herein.

#### Government Locations:

Central Ontario: 4900 Yonge Street, Toronto, Ontario

Eastern Ontario: 86 Clarence Street, Kingston, Ontario

South Western Ontario: 457 Richmond Street, London, Ontario

Northern Ontario: 19 Lisgar St., Sudbury for projects east of 86° longitude ie. Sault Ste Marie, Sudbury, North Bay, Timmins; and Kirkland Lake; and 130 South Syndicate Ave., Thunder Bay for projects west of 86° longitude ie. Thunder Bay, Kenora, Fort Frances, Red Lake.

NOTE: The Departmental Representative reserves the right to deduct payment from the invoice in lieu of deficiencies. Once deficiencies have been rectified, the Offeror must submit a new invoice for the amount that has been deducted.

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## **Annex C - TECHNICAL SUBMISSION REQUIREMENTS**

### **Offer Preparation Instructions**

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

- Section I: Technical Offer (4 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 demonstrate their understanding of the requirements contained in the Request for Standing Offer and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the Request for Standing Offer is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment Financial Offer Tabel 1 and 2 in Canadian funds for the Standing Offer Period, Option Year 1 and Option Year 2 The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Annex D and any other Annexes or Appendixes, if applicable.

## **Annex D - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1.1 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) The technical offer must comply with all mandatory requirements. If that is the case, the technical offer will be deemed responsive and will be evaluated on the basis of the rated requirements. Failure to meet the mandatory requirements will render the offer non responsive and no further evaluation will be carried out.

The evaluation method for rated requirements is presented in Section 1.1.1.5 of this Annex. Only the financial offer of proponents whose technical offer have received a passing score will be evaluated. The evaluation method for financial offer is presented in Section 1.1.2 of this Annex.

#### **1.1.1 Technical Evaluation**

Each offer will be reviewed for compliance with the mandatory requirements of the Request for Standing Offer. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

Each responsive offer will be rated by assigning a score to the rated requirements, which are identified in Section 1.1.1.5 of this Annex by reference to a score. Offerors who fail to submit complete offers with all the information requested herein will be rated accordingly. There is a mandatory overall pass mark of 49 points out of 70 points for the rated criteria, and in addition, any offer that receives less than 60% for each of the following point rated criteria R1 - Approach and Methodology, R2 - Previous Projects and R-3 Personnel Expertise and Experience, will be excluded and given no further consideration.

##### **1.1.1.1 Technical Offer – Preparation Instruction**

###### **1.1.1.1.1 Technical Offer - Preparation of Technical Offer Format**

In addition to the items identified in Annex C, the following offer format information should be noted when preparing the offer:

1.1.1 Offer should be presented in size 11 (minimum) Arial or Times New Roman font with minimum left, right, top and bottom 12mm (1/2 inch) margins.

1.1.2 One (1) page corresponds to a sheet of paper 8.5" x 11" printed on one side. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

1.1.3 The order of the offers should follow the order established in Section 1.1.1 Technical Evaluation

#### 1.1.1.1.2 Technical Offer –Submission Instruction

The maximum number of pages (including text and graphics) to be submitted for the Technical Requirements criteria 35 pages.

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

The following are **not** part of the page limitation noted above;

- Covering letter
- Licensing Information
- Code of Conduct Certifications
- Security Requirement Information
- Construction Team Identification
- Declaration/Certifications Information
- Front page of the RFP
- Front page of revision(s) to the RFP
- Resumes of Key Personnel
- Resumes of Key Personnel are not included in the maximum number of pages; however, the resumé submissions should not exceed two (2) pages per individual. Resumes should be clearly identified as resumes or curriculum vitae (CV); otherwise they may be added as part of the page count.
- The submitted technical offer must contain all of the information requested in this document without any superfluous or irrelevant material. It must be of quality in terms of clarity and appearance of layout and language.

#### 1.1.1.3 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Unless specified otherwise, Offerors must submit all documentation in the offer by the RFSO closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the offer being deemed non-responsive. Offers which fail to meet the mandatory criteria will be deemed non-responsive.

	Mandatory Technical Criteria
M1	<b>Offeror's Organization Chart</b>  The Offeror must clearly establish the project team and the organizational structure to effectively manage and deliver the standing offer requirements. To demonstrate this, the Offeror must submit an organization chart identifying the name and responsibilities of each member of their proposed team. The Offeror must designate one individual (Principal) who will be the key point of contact for PWGSC, and will be responsible for the overall administration of the entire RFSO. The individual must be a superior in the organization, when compared to the staff presented in support of this RFSO. This individual will not be billing projects, but will be the senior point of contact for PWGSC, should escalation be required.
M2	<b>Offeror's Management Experience – (3) projects</b>  The Offeror must demonstrate experience managing to completion, at least three (3) on-site

	<b>Mandatory Technical Criteria</b>
	<p>treatment projects (meeting the projects' remediation objectives). The (3) projects must be a minimum value of \$100,000.00 (before taxes) each and all projects must have been completed within the last 5 years (from solicitation posting date). Treatment project could include <i>in-situ</i> methods such as chemical oxidation or thermal remediation, or <i>ex-situ</i> methods such as bioslurping, bio-piles, multiphase extraction, etc.</p> <p>To demonstrate the above, the Offeror must submit the following:</p> <ul style="list-style-type: none"> <li>- Project summary including the client, client contact information, completion date, length and value of the contract;</li> <li>- Description of the work and locations;</li> <li>- Number of resources including the position title; and</li> <li>- Method and strategies used to complete the project highlighting project similarity to the scope outlined in this RFSO.</li> </ul>
<b>M3</b>	<p><b>Offeror's Management Experience – (5) projects</b></p> <p>The Offeror must demonstrate experience managing to completion at least five (5) remediation projects using offsite disposal methods. The (5) projects must be a minimum value of \$250,000.00 (before taxes) each and all projects must have been completed within the last 5 years (from solicitation posting date). Offsite disposal methods include dig and dump and pump and dispose off-site disposal methods.</p> <p>To demonstrate the above, the Offeror must submit the following:</p> <ul style="list-style-type: none"> <li>- Project summary including the client, client contact information, completion date, length and value of the contract;</li> <li>- Description of the work and locations;</li> <li>- Number of resources including the position title; and</li> <li>- Method and strategies used to complete the project highlighting project similarity to the Required Service outlined in Annex A, B3.</li> </ul>
<b>M4</b>	<p><b>Offeror's Management Experience</b></p> <p>The Offer must identify five (5) projects that have been carried out in the Province of Ontario from their submitted projects presented for M2 and M3.</p>
<b>M5</b>	<p><b>Offeror's Expert Resource</b></p> <p>The Offeror must propose at least one qualified professional registered on the list of experts of Qualified Person for Environmental Sites Assessment (QP ESA) as approved by the Ministry of Environmental and Climate Change (MOECC), and provide his or her CV.</p>

	Mandatory Technical Criteria
	Proof of this qualification must be provided. If this is not submitted with the CV at the time of solicitation closing, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the proof within the time frame provided will render the offer non-responsive.

#### 1.1.1.4 Certifications and Additional Submittal Information

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

##### 1.1.1.4.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

###### 1) Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

##### 1.1.1.4.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

###### 1) Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement

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

###### 1) 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.

## 2) Education and Experience

### **SACC Manual clause A3010T (2010-08-16) Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

## 3) Surety Company – Letter in Good Standing

Prior to issuance of a Standing Offer Agreement the offeror must provide a Letter from the Offerors Surety Company indicating the offeror currently is in good standing and qualifies for issuance of a Performance Bond and Labour & Material Bond for remediation projects with estimated values between \$100,000 and \$1M Canadian Dollars.

### 1.1.1.5 Point Rated Technical Criteria

Responsive offers (those that meet all mandatory requirements) will be examined, evaluated and rated by a PWGSC evaluation board. Initially, financial offers will remain under seal, and only the technical content of the offer will be evaluated, on the basis of the rated requirements below.

#### **R1 - Approach and Methodology (20 points in accordance with the Evaluation Rating Table A; mandatory pass mark: 12/20 points.)**

What we are looking for:

Offerors should demonstrate that they understand the scope of the requested services and how they must be provided in accordance with Annex A, Statement of Work. The Offeror should describe how the work will be managed to ensure continuing and consistent control as well as production efficiency. The Offeror should demonstrate an understanding of potential problems that might arise during the performance of the work along with strategies to address or mitigate these problems. They should also explain how their work teams will be organized. Finally, they should explain the method they will use to be able to provide and ensure the quality of the required services.

To address the requirement above, it is recommended that the Offeror use Annex A, Statement of Work, B.3 Required Services as a guide.

Should be submitted by the offeror:

- Understanding of the scope of the required services, as described in Annex A. Statement of Work;
- A description of the offeror's approach, methods and techniques used by offeror in executing contracts resulting from the Standing Offer;
- A description of the offeror's plan for quality control and quality assurance of services.
- Demonstrate how the Offeror will ensure good value for Canada and provide competitive pricing through evaluation of sub-contractors.

**R2 - Previous Projects (40 points in accordance with Evaluation Rating Table A; mandatory pass mark: 24/40 points.)**

What we are looking for:

Offerors should demonstrate that they, in the past years, have taken part in a range of environmental projects involving the various services required herein, as set out in Annex A and have shown leadership in their completion. Projects with special characteristics, for example, difficult conditions on the site, heritage requirements, remote and isolated sites, demonstrated use of green or sustainable remediation technologies, PWGSC/public sector clients or use of federal guidelines should be indicated. When participating in these projects, Offerors should have provided services corresponding to the scope of the work indicated in Annex A. Availability of the required information as well as relevance, scope, complexity and achievement of objectives will be in relation to the wide range of services required.

Should be submitted by the offeror:

*A brief description of eight major projects submitted for the Mandatory Criteria M2 and M3 completed in the past five years by the Offeror;*

1. For R2, a maximum eight (8) projects submitted for the Mandatory Criteria M2 and M3 will be accepted. Of these eight (8), three (3) projects should be projects involving on-site remediation using in situ or ex situ treatment methods. Five (5) projects should be projects involving off-site remediation (eg. using a dig and dump disposal method). A minimum of five (5) out of the eight (8) projects should have been carried out in Ontario.
2. Provide a detailed summary of the services successfully completed for each project identified below.

To be submitted by the Offeror, for each project include the following information under R2.1 & R2.2 below:

**R2.1 Management of On-Site Treatment Projects (20 points) (according to Evaluation Rating Table A):**

The Offeror should demonstrate this experience by providing the following information on three (3) of the projects from M2, including but not limited to:

- Project summary including the client, client contact information, completion date, length and value of the contract (PSPC reserves the right to contact the client to verify the information provided);
- Description of the work and locations;
- Number of resources including the position title; and



- Method and strategies used to complete the project highlighting project similarity to the scope outlined in this RFSO.
- 

**R2.2 Management of Off-Site Disposal Projects (20 points) (according to Evaluation Rating Table A):**

The Offeror should demonstrate this experience by providing the following information on five (5) of the projects from M3, including but not limited to:

- Project summary including the client, client contact information, completion date, length and value of the contract;
- Description of the work and locations;
- Number of resources including the position title; and
- Method and strategies used to complete the project highlighting project similarity to the Required Service outlined in Annex A, B3.

**R3 - Professional Expertise and Experience (40 points in accordance with the Evaluation Rating Table A; mandatory pass mark: 24/40 points.)**

What we are looking for:

Offerors should demonstrate that they have resources/personnel available for use within the Standing Offer project team with academic, professional training, and work experience relevant to the required services, as described in Annex A. It should be demonstrated, in particular, that these employees have expertise in fields of remediation involving the use of in situ or ex situ treatment methods, green or sustainable remediation and remediation using an excavation, pumping and disposal method.

Should be submitted by the Offeror:

Resumés of three (3) dedicated resources/personnel proposed for this requirement and responsible for providing the services for the period of the Standing Offer, for each of the following positions:

- One (1) Dedicated Senior Project Manager (minimum 10 years' experience);
- One (1) Dedicated Project Manager or Intermediate Project Personnel (minimum 5 years' experience);
- One (1) Dedicated Senior Technician (minimum 8 years' experience).

The Expert Resource identified under the Mandatory Criteria M5 must be one of the above mentioned resource/personnel, in order to receive points.

The resumés should contain the following information :

- Academic and professional training;
- Number of years of experience related to the Required services in accordance with Annex A;
- Main duties for the offeror;
- Main duties related to the required services in accordance with Annex A;
- Experience on similar projects (including role, project responsibilities, project name, dollar value, scope, completion dates, etc.).

The three proposed dedicated resources/personnel must be identified in the Offeror's organization chart submitted for M1, in order to be awarded points.

#### 1.1.1.5.1 Evaluation Method and Calculation of Technical Rating

The Evaluation Board will evaluate the point rated criteria above in accordance to the weighting described below to establish the Technical Ratings:

(a) **Evaluation score**

The information provided by offerors will be rated on a scale of 0 to 10 for each assessed criterion in accordance with the Evaluation Rating Table;

(b) **Weighted score**

The score will then be multiplied by the weighting factor to obtain a weighted score;

(c) **Pass mark**

- i) obtain a minimum score of 60% for each of the following point rated criteria R1 – Approach and Methodology, R2 - Previous Projects and R-3 Professional Expertise and Experience;
- and
- ii) obtain an overall score for the technical offer equal to or greater than 70%.

Failure to meet these two requirements will render the offer non-responsive and no further evaluation will be carried out.

Table A - Evaluation of Rated Requirements in Technical and Financial Offer					
	Weighting Factor (A)	Evaluation Score (B = 0 to 10)	Weighted Score (C = AxB)	Minimum Score	Final Score (C/10)
<b>Rated requirements - technical offer</b>					
R1 --Approach and methodology	2.0			12/20	
R2 - Previous projects	4.0			24/40	
R3 - Professional Expertise_ and Experience	4.0			24/40	
Technical offer total score				70/100	/70
<b>Financial Offer</b>					
Amount of financial offer	30				/30
Total	100				/100

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

## 1.1.2 Financial Evaluation

**1.1.2.1** The Offeror must submit pricing in accordance with Annex "B", Basis of Payment Financial Offer, Table 1 the Offeror must submit fixed hourly rates, in Canadian funds, for each personnel listed in the Category and Table 2 fixed percentages for material, plant, equipment, and labour (Not included in Table 1 – Professional Services) for the period of the Standing Offer, Option Year 1 and Option Year 2.

## 1.2 Basis of Selection

### 1.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the request for standing offer; and
  - b. meet all mandatory criteria; and
  - c. obtain a minimum of 60% for each of the individual point rated criteria; and
  - d. obtain the required minimum of 70 % overall for the technical evaluation criteria which are subject to point rating.
2. Offers not meeting "(a) or (b) or (c) or (d)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 70 and the lowest evaluated price is \$45,000 (45).

### Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		60/70	65/70	51/70
Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$60/70 \times 70 = 60.00$	$65/70 \times 70 = 65.00$	$51/70 \times 70 = 51.00$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.55	92.00	81.00

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**Annex E - NOT REQUIRED AT REQUIRED AT TIME OF RFSO SUBMISSION**

**Annex E – CALL-UP PRICE PROPOSAL FORM  
(LEVEL OF EFFORT AND COST BREAKDOWN OF CALL-UP) Part 1 of 2**

<b>LEVEL OF EFFORT AND COST BREAKDOWN OF CALL-UP</b>					Page 1 of 3	Call-UP Request No.
Description and Location of Work - Description et endroit des travaux					Standing Offer No.	
					Project No.	
Item No.	Description	Labour Rate by Category	Unit of Measure	Level of Effort (number of hours)	Extended Total	
<b>PROFESSIONAL SERVICES - LABOUR HOURLY RATES (In accordance with Standing Offer Agreement)</b>						
1	Senior project manager (Minimum 10 years of experience)		hour		\$	
2	Project manager or intermediate project personnel (Minimum 5 years of experience)		hour		\$	
3	Junior project staff (Minimum 1 year of experience)		hour		\$	
4	Administrative staff or assistant		hour		\$	
5	Draftsperson		hour		\$	
6	Foreman		hour		\$	
7	Senior technician (Minimum 8 years of experience)		hour		\$	
8	Intermediate technician (Minimum 5 years of experience)		hour		\$	
9	Junior technician (Minimum 1 year of experience)		hour		\$	
10	Day labourer		hour		\$	
<b>Professional Services - Subtotal (Items 1 -10)</b>					<b>\$</b>	
<b>MATERIAL, PLANT AND EQUIPMENT ESTIMATED COSTS</b> <b>Paid in accordance with Table 2 – Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services) of the Standing Offer Agreement)</b>						
<b>CONTRACTOR`S OWN FORCES - Detailed breakdown to be provided on separate sheet for each item below.</b>						
1	Material, Plant and Equipment	<b>Contractor`s Own Forces - Subtotal</b>			<b>\$</b>	
<b>SUBCONTRACTORS - Detailed breakdown to be provided on separate sheet for each item below.</b>						
1	Subcontractors Aggregate	<b>Subcontractors – Subtotal</b>			<b>\$</b>	
<b>TOTAL</b>					<b>\$</b>	

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**Part 1 of 2**

**LEVEL OF EFFORT AND COST BREAKDOWN (Cont'd)**

Page 2 of 3		Request No
Description and Location of Work - Description et endroit des travaux		Standing Offer No.
		Project No.
<b>Description of Service by Contractors Own and Subcontractors/Suppliers Forces</b>		<b>Cost Breakdown</b>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**Part 1 of 2**  
**LEVEL OF EFFORT AND COST BREAKDOWN Cont'd**

Page 3 of 3

**UNIT PRICE TABLE**

**paid in accordance with Table 2 - Material, Plant, Equipment, and Labour (Not included in Table 1- Professional Services)**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable taxes extra (PU)	Extended amount (EQ x PU) applicable taxes extra
1		Excavate, Haul, and Dispose of Contaminated Soil	Tonne		\$	\$
2		Supply, Transport, Place, and Compact Backfill	Tonne		\$	\$
3		Dispose of Contaminated Groundwater	Litre		\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA) IS THE SUM OF ALL LINE ITEMS:</b>						\$ _____
Excluding applicable taxes						

**TRAVEL ALLOWANCE**

**IDENTIFY ZONE:** \_\_\_\_\_

Detailed breakdown to be provided on separate sheet for each item below.

1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TRAVEL TOTAL :</b>		\$ _____
Excluding applicable taxes		

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## ANNEX E - CALL-UP PRICE PROPOSAL FORM (OFFER AND ACCEPTANCE) Cont'd

### Part 2 of 2

#### BA01 IDENTIFICATION

Remediation Services Ontario Region excluding NCR

Location: \_\_\_\_\_

#### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#): \_\_\_\_\_

#### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Standing Offer for the **TOTAL BID AMOUNT MUTUALLY AGREED IN ANNEX E CALL- UP PRICE PROPOSAL FORM (LEVEL OF EFFORT AND COST BREAKDOWN CALL-UP)**.

#### BA04 OFFER VALIDITY PERIOD

The offer shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

#### BA05 SIGNATURE

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Offerer (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**Annex F – CERTIFICATION OF INSURANCE**  
(Not required at solicitation closing)



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

**CERTIFICATE OF INSURANCE**  
Page 1 of 2

Description and Location of Work	Standing Offer No. EQ447-172637
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>				Per Occurrence \$ _____	Annual General Aggregate \$ _____	Completed Operations Aggregate \$ _____
<b>Umbrella/Excess Liability</b>				\$ _____	\$ _____	\$ _____
<b>Builder's Risk / Installation Floater</b>				\$ _____		
<b>Pollution Liability</b>				\$ _____ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$ _____
<b>Marine Liability</b>				\$ _____		
<b>Insert other type of insurance as required</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 (s) (Officer, Agent, Broker)		_____ Telephone Number
_____ Signature		_____ Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

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

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

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

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

### Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater

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

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

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

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

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

### Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

### Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

### Other types of Insurance

To be inserted below according to specifics of project.

**Use separate page if needed.**

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## **Annex G - SECURITY REQUIREMENT CHECK LIST (SRCL)**

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**Annex H - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**  
**(Sample)**

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

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

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

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

Number of apprentices hired	Trade

### Annex I - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services, the Offeror should provide a list of Subcontractors with his Offer at time of Call-up.
- 2) The Offeror should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Offer Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

## APPENDIX J

### ONTARIO REGION -

### GEOGRAPHIC BOUNDARIES BY COUNTY

### REGIONS OF ONTARIO

ZONE 1	ZONE 2	ZONE 3	ZONE 4
CENTRAL	EASTERN	WESTERN	NORTHERN
Dufferin	Frontenac	Brant	Sault Ste Marie
Durham	Hastings	Bruce	North Bay
Haliburton	Lanark	Elgin	Timmins
Kawartha Lakes	Leeds and Grenville	Essex	Kirkland Lake
Muskoka	Lennox and Addington	Grey	Kenora
Nippissing	Prescott and Russell	Haldimand	Fort Frances
Northumberland	Stormont Dundas and Glengarry	Hamilton Wentworth	Red Lake
Peel	Prince Edward	Waterloo	
Peterborough	Renfrew	Wellington	
Simcoe		Halton	
Toronto		Huron	
Victoria		Ken	
York		Lambton	
Cochrane		Middlesex	
Sudbury		Niagara	
Timiskaming		Oxford	
		Perth	
		Manitoulin	
		Algoma	
		Kenora	
		Rainy River	
		Thunder Bay	

Excludes the municipality of Ottawa-Carleton



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## APPENDIX 2 - PERIODIC REPORTS

The Offeror must compile and maintain records on its provision of work to the federal government under contracts resulting from the Standing Offer.

The data must be submitted to the Standing Offer Authority within 10 calendar days upon request.

Usage Report: Standing Offer No. EQ447-172637

Date: \_\_\_\_\_

Call-up Request #:	Schedule	Description	Start Date	End Date	Firm Price	Extended Price
Total:						\$ _____



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### APPENDIX 3 - 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 H*

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 H*