

REQUEST FOR STANDING OFFER (RFSO)

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", SI10, "Industrial Security related requirements" and "Supplementary Conditions" SC01 Industrial Security requirements, document safeguarding location.

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI09.

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 TERMINOLOGY

Take note of the additional paragraph is included in clause R2810D identified in SC04.

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Solicitation No. - N° de l'invitation
EC645-192173/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu
PWB101

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

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2016-04-04) 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 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 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
 - i. 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. 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 contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (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 disqualification of its offer.

GI07 (2014-03-01) Submission of offer

1. The Offer and Acceptance Form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page "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 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. Offers received by fax will be accepted as official and must meet the following requirements
 - a. Must be completed on the Price Proposal Form
 - b. Must indicate
 - Request for standing offer number
 - Solicitation number
 - Offeror's name
 - Closing Date and Time
 - c. Must be received before offer closing time at fax number (506) 636-4376

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 a 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).

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 contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (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 Contract award. 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](#).

G112 (2013-04-25) Compliance with applicable laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of G112, 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 G112 shall result in disqualification of the offer.

G113 (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 Contracting Officer 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.

G114 (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.

G115 (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.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting 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.

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to (1) Standing Offer from April 01, 2019 until March 31, 2020 with the option to extend for (3) three additional one year terms. The total dollar value of all Standing Offers is estimated to be (\$100,000.00) (GST or HST included). Individual call-ups will vary, up to a maximum of (\$25,000.00) (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; 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. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI04 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

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

Sandra Lomax
Supply Officer
Public Services and Procurement Canada
Acquisitions Branch

Real Property Contracting
126 Prince William Street, 5th Floor
Saint John, New Brunswick
E2L 2B6

Telephone: (506) 639-8503
Facsimile: (506) 636-4376
E-mail address: sandra.lomax@pwgsc-tpsgc.gc.ca

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

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

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 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (506) 636-4376.

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.
3. If the extension referred to in paragraph 2 of SI08 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 SI08 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 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors offering on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 5) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at APPENDIX 5.

If you accept fill out and sign APPENDIX 5.

** The 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.*

SI10 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. Before issuance of a standing offer, the following conditions must be met:

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](#)

SI11 WEB SITES

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

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

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

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

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

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

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

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

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

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - 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 01, 2019 until March 31, 2020 with the option to extend for (3) three additional one year terms.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (\$25,000.00) (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form [2829](#).
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is:

Name: Sandra Lomax
Title: Supply Officer
Department: Public Services and Procurement Canada
Division: Acquisitions Branch, Real Property Contracting
Telephone: (506) 639-8503
Facsimile: (506) 636-4376
E-mail address: sandra.lomax@pwgsc-tpsgc.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.

Standing Offer Technical Authority is:

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

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

The selected contractor for the standing offer is:

Name : _____
Contact : _____
Address : _____
Telephone: ____ - ____ - _____
E-mail: _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #20192166

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

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

SC04 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.

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the “call up” contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2018-06-21);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2884D	(2016-01-28);
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 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 Contractor 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 Price Proposal Form submitted.

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APPENDIX 1 PRICE PROPOSAL FORM

BA01 IDENTIFICATION

General Maintenance Services, Mactaquac Biodiversity Facility, Mactaquac, New Brunswick

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 OFFER VALIDITY PERIOD

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

BA04 SIGNATURE

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

Signature

Date

**APPENDIX 1 - CONTINUED
 PRICE PROPOSAL FORM**

BA05 - THE OFFER

1 Year Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity *	Price Per Hour	Total
1. HOURLY RATE: Hourly rate, including travel time and all related expenses.				
a) During Normal Hours: 0800-1700 Hours , Monday through Friday				
Licensed Carpenter	Per Hour	300	\$	\$
Apprentice	Per Hour	300	\$	\$
Labourer	Per Hour	200	\$	\$
Drywaller / Taper	Per Hour	100	\$	\$
Painter	Per Hour	100	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays.				
Licensed Carpenter	Per Hour	40	\$	\$
Apprentice	Per Hour	40	\$	\$
Labourer	Per Hour	40	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance	N/A	N/A	\$50,000.00
3. Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	20 trips	N/A	\$2,000.00
(A) TOTAL - 1 Year (SOA):				\$ _____
*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized nor that the quantities may be exceeded.				

**APPENDIX 1 - CONTINUED
 PRICE PROPOSAL FORM**

BA05 - THE OFFER

1st Option Year - Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity *	Price Per Hour	Total
1. <u>HOURLY RATE:</u> Hourly rate, including travel time and all related expenses.				
a) During Normal Hours: 0800-1700 Hours , Monday through Friday				
Licensed Carpenter	Per Hour	300	\$	\$
Apprentice	Per Hour	300	\$	\$
Labourer	Per Hour	200	\$	\$
Drywaller / Taper	Per Hour	100	\$	\$
Painter	Per Hour	100	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays.				
Licensed Carpenter	Per Hour	40	\$	\$
Apprentice	Per Hour	40	\$	\$
Labourer	Per Hour	40	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.				
	Allowance	N/A	N/A	\$50,000.00
3. Allowance for dumping construction Waste or Material plus Hauling Fees				
	Per trip	20 trips	N/A	\$2,000.00
(B) TOTAL – 1st Option Year:				\$ _____
*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized nor that the quantities may be exceeded.				

**APPENDIX 1 - CONTINUED
 PRICE PROPOSAL FORM**

BA05 - THE OFFER

2nd Option Year - Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity *	Price Per Hour	Total
1. <u>HOURLY RATE:</u> Hourly rate, including travel time and all related expenses.				
a) During Normal Hours: 0800-1700 Hours , Monday through Friday				
Licensed Carpenter	Per Hour	300	\$	\$
Apprentice	Per Hour	300	\$	\$
Labourer	Per Hour	200	\$	\$
Drywaller / Taper	Per Hour	100	\$	\$
Painter	Per Hour	100	\$	\$
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays.				
Licensed Carpenter	Per Hour	40	\$	\$
Apprentice	Per Hour	40	\$	\$
Labourer	Per Hour	40	\$	\$
2. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	Allowance	N/A	N/A	\$50,000.00
3. Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	20 trips	N/A	\$2,000.00
(C) TOTAL – 2nd Option Year:				\$ _____
*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized nor that the quantities may be exceeded.				

**APPENDIX 1 - CONTINUED
 PRICE PROPOSAL FORM**

BA05 - THE OFFER

3rd Option Year - Standing Offer

Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity *	Price Per Hour	Total	
1. HOURLY RATE: Hourly rate, including travel time and all related expenses.					
a) During Normal Hours: 0800-1700 Hours , Monday through Friday					
Licensed Carpenter	Per Hour	300	\$	\$	
Apprentice	Per Hour	300	\$	\$	
Labourer	Per Hour	200	\$	\$	
Drywaller / Taper	Per Hour	100	\$	\$	
Painter	Per Hour	100	\$	\$	
b) Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays.					
Licensed Carpenter	Per Hour	40	\$	\$	
Apprentice	Per Hour	40	\$	\$	
Labourer	Per Hour	40	\$	\$	
2.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 10% applied to the net cost.	N/A	N/A	\$50,000.00	
3.	Allowance for dumping construction Waste or Material plus Hauling Fees	Per trip	20 trips	N/A	\$2,000.00
(D) TOTAL – 3rd Option Year:				\$ _____	
*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized nor that the quantities may be exceeded.					

**APPENDIX 1 - CONTINUED
PRICE PROPOSAL FORM**

BA05 - THE OFFER

Summary

1 Year SOA	(A):	\$ _____
1st Option Year	(B):	\$ _____
2nd Option Year	(C):	\$ _____
3 rd Option Year	(D):	\$ _____

Grand Total for all Years:

(A)+(B)+(C)+(D): \$ _____

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APPENDIX 3 TECHNICAL OFFER

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. The Offeror will be an established general contracting company with a minimum 5 years experience in new construction and building renovations. Proof of such must be provided to PWGSC within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
3. All contract trade work is to be performed by a provincial certified tradesperson by the New Brunswick Department of Post-Secondary Education, Training and Labour or in possession of a Red Seal Certificate by another Provincial Government. Proof of such license must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement for each individual who will perform work under the Agreement.
4. Proof of liability insurance for a minimum amount of five million (\$5,000,000) as specified.

APPENDIX 4 EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

1.1.2 Offers will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all items in the Price Proposal Form, or their bid may be considered non-responsive.

2. Basis of Selection

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

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APPENDIX 5
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 B

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:

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

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ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)



SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction		P & T S - PFM Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail General Maintenance Services, Mactaquac Biodiversity Facility, NB		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	SECRET	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	SECRET		A	B	C	CONFIDENTIEL	SECRET	TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat 20192173
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Mattatall, Mary		Title - Titre Manager, Asset and Facilities Management	Signature
Telephone No. - N° de téléphone 902-496-5847	Facsimile No. - N° de télécopieur 902-496-5550	E-mail address - Adresse courriel mary.mattatall@pwgsc.gc.ca	Date 2018/11/14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Boutin, Pierrette		Title - Titre SO	Signature
Telephone No. - N° de téléphone 902-496-5630	Facsimile No. - N° de télécopieur 902-496-5077	E-mail address - Adresse courriel pierrette.boutin@tpsgc-pwgsc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Vikenti Gorokhovski Contract Security Officer, Contract Security Division vikenti.gorokhovski@tpsgc-pwgsc.gc.ca		Title - Titre	Signature
Tele / Tél 613-957-9337	télécopieur	E-mail address - Adresse courriel	Date

Solicitation No. - N° de l'invitation
EC645-192173/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
PWB101

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

File No. - N° du dossier
PWB-8-41112

CCC No./N° CCC - FMS No./N° VME

ANNEX B
CERTIFICATE OF INSURANCE (Not required at offer closing)

CERTIFICATE OF INSURANCE
Page 1 of 2

 Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

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

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

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

Solicitation No. - N° de l'invitation
EC645-192173/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu
PWB101

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

File No. - N° du dossier
PWB-8-41112

CCC No./N° CCC - FMS No./N° VME

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.

ANNEX D
LISTING OF SUBCONTRACTORS (Could be asked for on individual call-ups)

- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services, the Offeror should provide a list of Subcontractors per 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 call-up.

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

Solicitation No. - N° de l'invitation
EC645-192173/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu
PWB101

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

File No. - N° du dossier
PWB-8-41112

CCC No./N° CCC - FMS No./N° VME

ANNEX E SPECIFICATION

**PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
ASSET AND FACILITIES MANAGEMENT SERVICES
GENERAL MAINTENANCE SERVICES
STANDING OFFER AGREEMENT**

Description: Standing Offer Agreement - General Maintenance Services

Location: Mactaquac Biodiversity Facility
114 Fish Hatchery Lane
French Village, NB E3E 2C6

Index

Section	Title	Page No.
1.	Definitions and Interpretations	1
2.	General Requirements	4
3.	Safety Requirements	14
4.	Environmental Requirements	17
5.	Trade Requirements	19
6.	Job Slip	21

1. DEFINITIONS AND INTERPRETATIONS

In the Contract, unless the context otherwise requires:

"Add"	to make an addition to;
"Adjust"	to bring components to a more effective relative position;
"Assemble"	to take apart and put together again
"Base Building Equipment"	architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
"Building Operational Equipment"	items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";
"Check/Inspect"	to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
"Clean"	to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Commissioning"	a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
"Departmental Representative"	an employee assigned to oversee the terms of this contract, and be the liaison between the Contractor and PWGSC.
"Document Safeguarding Capability"	the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information
"Energy Source"	any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;
"Excusable Delay"	a delay in the performance of the Contractor of any obligation under the Contract which is caused by the events;
"Facility"	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;

"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;
"herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;
"Hot Work"	any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks or fire;
"Instruct"	to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
"Isolate"	to physically prevent the transmission or release of an energy source to machinery or equipment;
"Lubricate"	to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
"Measure"	to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	the annual value of the Work in terms of disbursements, direct labour and fees;
"Paint"	to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
"Project Authority" or "Work Authority"	the person designated in the Contract, or by notice to the Contractor, as the Technical Authority who will liaise with the Departmental Representative in matters concerning the technical aspects of the Work;
"Prove"	to operate and determine if operation produces intended response;
"Quality Assurance Authority"	the person designated as such in the Contract;
"Remove"	to take off or away from;
"Repack"	to fill with packing again;
"Repair"	to restore to a sound state;

"Replace"	to restore by removing old components and replacing with new components;
"Report"	to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
Request For Isolation	Authorization form to be complete (PWGSC-TPSCGC13) Equipment is to be isolated and re-energized using Procedures for Isolation Form (PWGSC-TPSCGC12) following the written process for the correct sequence.
Representations"	any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and under- standings expressed or implied, collateral or otherwise;
"Shut Down"	to take out of service;
"Start Up"	to return to service;
"Testing"	to conduct physical checks on equipment installed or repaired under this contract to ensure proper working order.
"Tighten"	to securely fix in place;
"Treat"	to act upon with agent.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

2. GENERAL REQUIREMENTS

- 1. General**

 - .1 Scope of work under this Standing Offer Agreement includes but must not be limited to the provisions of all labour, material, tools, test equipment, and equipment necessary to perform minor construction and/or minor repairs and maintenance under 25K to buildings and building equipment, including structural, mechanical and painting, as specified within this specification, and/or shown on Drawings/Specifications provided by PWGSC Representative.

NOTE Any work required for the sub-trades such as mechanical on this standing offer agreement should only be in support of the construction/maintenance requirements.
 - .2 PWGSC reserves the right to add or delete a facility from this Standing Offer Agreement. Contractor must be given prior notice of such addition or deletion.
- 2. Location**

 - .1 Work sites for this Contract include the following:

Mactaquac Biodiversity Facility
114 Fish Hatchery Lane
French Village, NB E3E 2C6
- 3. Work Included**

 - .1 Minor carpentry construction, and/or repairs and related work including demolition, construction of small offices, rooms, additions and etc. under 25K.
 - .2 Minor mechanical work, e.g., sheet metal, machining, welding, etc.
 - .3 Minor interior finish work, e.g., drywall, wall covering, plastering, painting, flooring, ceiling tiles, etc.
 - .4 Minor exterior work, e.g. Siding, painting, caulking, roof repairs, and glass replacement, etc.
 - .5 Clean up and debris removal and taken off site for proper disposal if needed.
- 4. Work Excluded.**

 - .1 Major construction, painting and/or maintenance repairs over 25K.
 - 2 Electrical and Plumbing work.
- 5. Use of Site**

 - 1 Limited to areas of work and storage.
 - .2 Do not unreasonably encumber site with materials or equipment.

- .3 Move stored products or equipment which interfere with operations of building or other Contractors.
- 6. Priorities and Response Times**
- .1 The Contractor must comply to the following Work Priorities and Response Times:
- .2 **Emergency Priority**
A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for damage and/or danger to the occupants, the general public, the environment and/or the facility. Maintenance identified with this priority must be responded to immediately and must be without delay to designated manager.
Standard Response Times - Facilities ASAP (On site within one (1) hour.)
On-site Immediate (travel-time considered)
- .2 **Routine Priority**
A priority of "Routine" is defined as essential maintenance requirements which must be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdown that do not impair current operations or pose any danger to the occupants, the general public, the environment and/or the facility.
Standard Response Times - Facilities (On site within **24 hours**.)
- .2 Restore system to working condition as quickly as possible.
- .3 Prevent recurrence of failure and damage to building, other equipment or system.
- .4 Cost of emergency services must be included in Contract amount. Failure of equipment or systems to perform their basic function must be considered an emergency. Loss of power to the building or system should not be considered an emergency under the context of this paragraph.
- .5 If more than one service person is required for the completion of a service call, a written explanation must be forwarded with the Contractor's invoice.
- 7. Contractor's Responsibilities**
- .1 The Contractor will advise the Departmental Representative of the telephone number at which he/she or his/her representative may be contacted at any time.
- .2 The Contractor must not refuse any call for service requested by a Departmental Representative and the time lapse between call out and start of work must be as per Item 6 of this section.

- .3 Contractor prior to commencement of work, must report to the commissioner's desk to log in.
 - .4 The Contractor must contact the Departmental Representative on the first working day following and "after normal working hours" emergency or urgent call and obtain a requisition number.
 - .5 The Contractor, when requested by the Departmental Representative for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. When the system has been made safe, the Contractor must provide, within one (1) working day, a detailed estimate to complete repairs and put the equipment in proper working order.
 - .6 The work covered by this specification may include planned spring start-up and shutdown maintenance service. Upon completion of each scheduled inspection, the Contractor will submit two (2) completed copies of Appendix "A", Job Maintenance Service Slip and two (2) completed copies of Contractor's own "Maintenance Service Report".
 - .7 Service and/or repair to be provided on an "as and when requested" basis only.
 - .8 On award of Standing Offer Agreement, the Contractor must provide names of personnel performing work on this Standing Offer Agreement complete with proof of their qualifications.
 - .9 The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.
- 8. Log Books**
- .1 The Contractor must complete all applicable log books outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.
- 9. Invoicing**
- .1 The Contractor must submit Job Slip(s) signed by the Departmental Representative at the end of every working day and must be submitted along with an invoice. No invoice will be considered for payment unless accompanied by signed Job Slip(s), as detailed in Section 7.
 - .2 Invoice must show:
 - .1 Contract number.
 - .2 Work location.
 - .3 Date.
 - .4 Call-up number.
 - .5 Name of person who authorized call.
 - .6 Hours broken down as per Unit Price Table.
 - .7 10% mark-up on material net cost before tax

- .8 Copy of material invoice.
- .9 Brief work description.
- .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.
- .4 The Contractor must submit a completed "Request For Isolation" form, when applicable before any invoice can be processed. See Index.
- .5 All invoices for the fiscal year must be submitted for payment before 31 March of each year.
- 10. Site Visits**
 - .1 The Departmental Representative may, without prior notification, visit the site.
- 11. Departmental Representative(s) Authorized Personnel**
 - .1 On award of the Standing Offer Agreement, the Contractor will be notified of the names and phone numbers of the PWGSC Departmental Representative.
 - .2 Contractor must attend a pre-job meeting within fourteen (14) days after award.
- 12. Codes and Legislated Requirements**
 - .1 The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each must be enforced during the term of the Standing Offer Agreement:
 - .1 National Building Code of Canada.
 - .2 National Fire Code.
 - .3 Part II of the Canada Labour Code.
 - .4 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
 - .5 Canadian Environmental Protection Act.
 - .6 Fire Commission of Canada #301 Standard for Building Construction Operations.
 - .7 Provincial / Territorial Acts and Regulations.
 - .8 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
 - .9 Part 7 NBC Canadian Plumbing Code.
 - .10 Canadian Electrical Code, Part I, CSA C22.1.
 - .11 The Contractor's "Electrical Safety Requirements". (Must Include Lockout Procedures).
 - .12 The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Public Works and Government Services Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.

- .13 Federal Halocarbon Regulation.
 - .14 CSA-B-139-00, Installation Code for Oil Burning Equipment.
 - .15 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), and American Society for Testing Materials (ASTM) and referenced organizations.
 - .16 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
 - .17 In the event of a conflict between any of the above codes or standards the most stringent must apply.
 - .18 These standards must be considered an integral part of the specifications and must be read in conjunction with the drawings and specifications. The Contractor must be fully familiar with their contents and requirements as related to the work and materials specified.
- 13. Licences, Permits and Fees**
- .1 Submit necessary number of drawings and specifications to Electrical Inspection Department Authority and/or any other inspection authority within their discipline for examination and approval as requested and prior to commencement of work.
 - .2 Provide the authorities having jurisdiction with all information requested.
 - .3 Pay all fees and obtain certificates and permits required.
 - .4 Furnish these certificates and permits when requested.
- 14. Taxes**
- .1 Pay applicable Federal, Provincial and Municipal taxes.
- 15. Examination**
- .1 Examine the existing conditions and determine those conditions affecting the work.
- 16. Existing Services**
- .1 Protect and maintain existing active services.
 - .2 Connect to existing services with minimum disturbance to occupants and building operation.
 - .3 Use existing services at no cost.
 - .4 Use designated sanitary facilities.
 - .5 Any shutdown to execute service or repair must first be approved by Departmental Representative or his designate. Normal working hours must be construed as 0800 hours to 1700 hours, Monday through Friday, inclusive excluding holidays.

- .6 Ensure that capacity of services is adequate prior to imposing additional loads. Connecting and disconnecting is the Contractor's expense and responsibility.
- .7 Inform the Departmental Representative immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.
- 17. Cleaning**
 - .1 Maintain work area free of accumulated waste and rubbish.
 - .2 Remove and dispose of debris, used and obsolete material on a daily basis.
 - .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contractor work.
 - .4 All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Departmental Representative to dispose of such.
- 18. Cutting, Fitting and Patching**
 - .1 Cut, fit and patch where required for work under this Standing Offer Agreement. Make good all disturbed surfaces to original condition.
 - .2 All fire wall penetrations must be properly sealed using approved fire rated patching material.
- 19. Co-ordination and protection**
 - .1 Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with Department Representative to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
 - .2 Movement of office furniture is the Contractor's responsibility.
 - .3 Furniture including desks, file cabinets, shelving units, chairs, and cabinets which are moved because of the work requirements will be moved back at the end of each work day.
 - .4 Protect existing work from damage.
 - .5 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work.
 - .6 Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members.
 - .7 Replace damaged existing work with material and finish to match original.

- .8 All possible safety precautions are to be taken to ensure the protection of employees, occupants and the general public during the course of the work.
- .9 The Contractor must coordinate work with all trades in liaison with the Departmental Representative.
- .10 Prearranged work schedules must be strictly adhered to unless otherwise approved by the Departmental Representative.
- .11 Asbestos assessment drawings, where available, are to be referenced before any interior finished surface is disturbed.
- .12 Obtain Departmental Representative's approval prior to isolating any security, monitoring or audible alerting devices.
- .13 In the event the Fire Alarm System has to be isolated due to ongoing work by the Contractor, a trained sentry / rounds person will be employed to carry out the functions of fire watch until such time as the system is restored.
- .14 At no time will the Fire Alarm system be made inoperable by the Contractor without written permission from the Departmental Representative.

20. Product Approvals

- .1 The Contractor must ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).
- .2 The Contractor must submit for approval the Safety Data Sheets (SDS) for all controlled products that will be used in the performance of this work.
- .3 No controlled products are to be brought on-site without prior approved Safety Data Sheets (SDS).
- .4 Safety Data Sheets (SDS) to remain on-site at all times.

21. Materials and Equipment

- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
- .2 Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from an independent testing agency recognized by the provincial Department of Labour.
- .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.

- .4 Request direction from Departmental Representative prior to replacing any component whose list price is \$500.00 or more.
 - .5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
 - .6 Deliver, store and maintain materials with manufacturer's seals and labels intact.
 - .7 Store materials in accordance with manufacturer's and supplier's instructions.
 - .8 Do not store materials on-site without Departmental Representative's approval.
 - .9 Public Works and Government Services Canada accepts no responsibility for materials or equipment stored on-site.
 - .10 When an equipment inventory numbering system exists, identify to the appropriate Departmental contact all pertinent data relative to the new piece of equipment upon installation.
 - .11 The Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installation for inclusion in the building inventory file.
 - .12 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor must obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty must be made out to Her Majesty the Queen in right of Canada.
- 22 Workforce Qualifications**
- 1 The Contractor will provide only journeymen personnel with a valid Provincial Department of Labour Licence for applicable trades required for this Standing Offer. PWGSC may at any time during this Standing Offer request to inspect a work person's certification.
 - 2 Licenced tradespersons required for this Standing Offer are:
 - 1 - journeymen carpenters
 - 2 - apprentice carpenters
 - .3 The Contractor will provide the Departmental Representative with a list of all qualified trades people working on or in Federal facilities, complete with copies of their journey person license(s). Copies of WHMIS, First Aid, CPR and any other required safety or work related training certificates are to be forwarded to the Departmental Representative. The Contractor is to ensure this list is

- updated immediately upon change in personnel, and personnel qualifications are to be kept current.
- .4 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities.
- .5 All Contractor's employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.
- .6 The PWGSC Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.
- 23. Work Done by Other Means**
- .1 This Standing Offer Agreement does not create an exclusive right of the Contractor to perform all minor carpentry, mechanical, plumbing and/or electrical work which might be required. The Department reserves the right to have any work done by other means.
- 24. Workmanship**
- .1 All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.
- .2 All work deemed unsatisfactory by the Departmental Representative will be redone/replaced at no extra cost to the Department.
- 25. Site Security**
- .1 Site security is the responsibility of the Contractor who must erect temporary site enclosures, barricades and fencing to prevent unauthorized entry, pilferage and vandalism.
- .2 Any work that may disrupt the operations of the occupying clients will be carried out after normal building operational hours. For all work carried out after normal building operational hours, the Departmental Representative will determine acceptable building security.
- .3 After normal business hours, security at some or all facilities may require the presence of an officer from the Canadian Corps of Commissionaires.
- .4 All security requirements deemed necessary by PWGSC and/or by the facility client will be the responsibility of the Contractor.
- 26. Security Clearance**
- .1 The required security clearance level for this Contract is **Reliability** Status.
- .2 It is the Contractor's responsibility to initiate the security screening required for the personnel and the Contractor

- must not have access to the work site until the resources (i.e.: "personnel") have the necessary clearance.
- .3 The Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) is responsible for administering the Industrial Security Program in Canada.
- .4 The Contractor must follow the instructions at the website: <https://sedsi-oliss.tpsgc-pwgsc.gc.ca/index-eng.cfm>, which includes all necessary forms
- 28. Meetings**
- .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- 29. Drawings and Maintenance Manuals**
- .1 Where available, Maintenance Manuals and drawings for new work are to be accessible for viewing by the Departmental Representative when required. Maintenance Manuals and drawings for existing work are available for viewing from the Departmental Representative, when required.
- .2 Additions, relocation or removal of equipment are to be recorded, dated and initialled by the Contractor or the Departmental Representative on the "as-built" prints where applicable.
- .3 As-built drawings are to be revised accordingly to indicate any deviations to the originals.

3. SAFETY REQUIREMENTS

1. **Compliance Requirements**
 - .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
 - .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - .3 Observe and enforce construction safety measures required by the following statutes and authorities:
 - .1 The National Building Code of Canada, Part 8.
 - .2 The National Fire Code of Canada.
 - .3 Provincial Workers Compensation Board.
 - .4 Municipal Statutes and Ordinances.
 - .4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.
 - .5 All sub-contractors must adhere to the above qualifications.
2. **Submittals**
 - .1 Prior to Award Contractors are to provide (within seven (7) calendar days after closing):
 - .1 A letter of good standing from Worker's Compensation Board.
 - .2 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Standing Offer Agreement (SOA) / Service Contract (SC), including sub-contractor.
 - .3 Before Work Begins Contractors must provide :
 - .1 The Contractor has prepared, through risk assessment, a site-specific health and safety management plan.
3. **Training**
 - .1 Before Work Begins Contractors are to provide documentation:
 - .1 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement/Service Contract. Updated list complete with licenses must be kept on site including personnel changes.
 - .2 Training for workers must include (but not limited to)
 - .1 Safe operation of tools and equipment.
 - .2 Proper use and maintenance of personal protective equipment (PPE).
 - .3 Safe work practices and procedures for their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.
4. **Disciplinary Procedures for Safety Violations**
 - 1 Disciplinary Procedures for Safety Violations are as follows :
 - .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation.

- Violation must be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
- .2 **Second Violation:** Written warning to Contractor for the second infraction of a safety regulation. Violation will be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
- .3 **Third Violation:** May result in the termination of the SOA with a recommendation that the Contractor be denied being able to tender on future PWGSC-produced tenders. Violation must be documented on the Contact file, a copy to the Contract and copy to PWGSC.
5. **Fastening Devices Explosive Actuated** .1 Power activated devices using explosives must not be used.
6. **Confined Spaces** .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
- .1 The Contractor and/or his employees must provide proof of training and qualifications when requested by the Departmental Representative.
- .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .5 The Contractor to have a hazard assessment of the confined space performed.
- .1 The Contractor to provide the Departmental Representative with a copy of the hazard assessment.
7. **Fall Protection** 1 All work carried out above the mandatory height restrictions, as stated in Canada Labour Code, Part II, Section 12.10(1), from an unsafe/unguarded structure and/or scaffolding, will be done in compliance with the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as

required by the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.3.

8. Lockouts

- .1 Prepare Lockout Procedures in writing. Describe safe work practices, work functions and sequence of activities to be followed on site to safely isolate all potential energy sources and lockout/tag out facilities and equipment.

9. Safety

1. NOTE: This Area may contains fibrous Asbestos. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work must be retained and made available to the Departmental Representative immediately upon request.
- .2 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and Standing Offer Agreement requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which must become mandatory.
- .3 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .4 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these must not be permitted on the site.
- .5 Must ensure that all applicable personal protective equipment (PPE) is used.
- .6 The Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

4. ENVIRONMENTAL REQUIREMENTS

1. **Environmental**
 - .1 All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.
2. **Disposal of Wastes**
 - .1 Do not bury rubbish and waste materials on site unless approved by Departmental Representative.
 - .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
3. **Drainage**
 - .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
 - .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
 - .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.
4. **Work Adjacent to Waterways**
 - .1 Do not operate construction equipment in waterways.
 - .2 Do not use waterway beds for borrow material.
 - .3 Do not dump excavated fill, waste material or debris in waterways.
 - .4 Design and construct temporary crossings to minimize erosion to waterways.
 - .5 Do not skid logs or construction materials across waterways.
 - .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
5. **Pollution Control**
 1. Maintain temporary erosion and pollution control features installed under this contract.
 2. Control emissions from equipment and plant to local authorities' emission requirements.
 3. Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
 4. Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

- 6. Site Clearing and Plant Protection**
- .1 Protect trees and plants on site and adjacent properties where indicated.
 - .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
 - .3 Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
 - .4 Minimize stripping of topsoil and vegetation.
 - .5 Restrict tree removal to areas indicated or designated by Departmental Representative.

TRADE REQUIREMENTS

1. **Journeyperson**
 - .1 The journeyperson must:
 - .1 Conduct and assist in various types of building maintenance as requested by Public Works and Government Services Canada. Maintenance types defined in Section 1 Paragraph 11, Service Definitions.
 - .2 Relocate, install, repair or test equipment as requested by the Departmental Representative.
 - .3 Produce all certificates and permits upon request of the Departmental Representative.
 - .4 Instruct the Departmental Representative on-site of any new operating procedures when installing or modifying new or existing equipment.

2. **Structural Work**
 - .1 Perform structural work in accordance with each individual requisition, as shown on the drawings and as directed by the Departmental Representative.
 - .2 Wood framing/steel members must be erected plumb, true and to the dimensions as shown on the drawings.
 - .3 Doors and frames must be set true and plumb.
 - .4 All hardware must be installed to manufacturer's instructions.
 - .5 Gyproc, tape and crack fill in accordance with CSA A82-31.
 - .6 Patching and repairs must match adjacent surfaces, unless otherwise specified.

3. **Painting**
 - .1 Perform painting work in accordance with each individual requisition, as shown on the drawings, in the specifications and as directed by the Departmental Representative.
 - .2 Perform painting and other related work to good trade practices, applicable standards and as directed by the Departmental Representative.

4. **Warranty and Guarantees**
 - .1 Where the Contractor supplies equipment purchased from supplier or manufacturer, the Contractor must obtain a warranty for the manufacturer's normal warranty period and such warranty must be made out to Her Majesty the Queen in Right of Canada.

- .2 The Contractor must provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee must be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from date of acceptance of work performed.

- .3 The Contractor will also provide manufacturer's written guarantees on the equipment and products supplied and installed in this contract.

