



**RETURN BIDS by:**  
**RETOURNER LES SOUMISSIONS par :**

**Hard copy / Copie papier**

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**REQUEST FOR A STANDING OFFERS**  
**DEMANDE D'OFFRES À COMMANDES**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, les services, et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title / Titre</b> Building Infrastructure Standing Offer	
<b>Solicitation No. / N° de l'invitation</b> FP802-180281	<b>Date</b> June 12, 2019
<b>Client Reference No. / No. de référence du client(e)</b>	
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2:00 PM EDT (Eastern Daylight Time / HAE (Heure Avancée de l'Est)) <b>On / le :</b> Wednesday, July 24, 2019	
<b>F.O.B. / F.A.B.</b> Destination	
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Ginette Aliaga <b>Telephone No. – No. De téléphone :</b> 343-540-9331 <b>Email / Courriel:</b> <a href="mailto:Ginette.Aliaga@dfo-mpo.gc.ca">Ginette.Aliaga@dfo-mpo.gc.ca</a>	
<b>Destination of Goods, Services, and Construction / Destination des biens, services, et construction</b> Various locations within Zone A, B and C. See attached Map.	

**TO BE COMPLETED BY THE BIDDER** (type of print)

**A ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE** (taper ou écrire en caractères d'imprimerie)

<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. / No. de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **REQUEST FOR STANDING OFFER (RFSO) FOR BUILDING INFRASTRUCTURE FOR FISHERIES AND OCEANS AND THE CANADIAN COAST GUARD - PACIFIC REGION**

### **IMPORTANT NOTICE TO OFFERORS**

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

For further instructions please consult "Special Instruction to Offeror", SI07, "Industrial Security related requirements" and "Supplementary Conditions" SC01 Industrial Security requirements, document safeguarding location.

#### **CONTRACT SECURITY**

The Offeror could be asked to provide Contract Security on call-ups if deemed necessary by the Departmental Representative. See Supplementary Conditions SC04.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE N° 1700-184754

1. The Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, EACH hold a valid SITE ACCESS Clearance, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (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. (if directed by the Departmental Representative)
  
2. The Offeror must comply with the provisions of the Security Requirements Check List and security guide (if applicable)

#### **DFO/CCG UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Department of Fisheries and Oceans (DFO)/Canadian Coast Guard (CCG) 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>

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## **PART 1 – REQUEST FOR STANDING OFFER (RFSO) PARTICULARS**

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

#### **GI01 (2016-04-04) R2410T 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:
  - .1 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
  - .2 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:
  - .1 it has read and understands the [\*Ineligibility and Suspension Policy\*](#);
  - .2 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;
  - .3 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;
  - .4 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;
  - .5 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
  - .6 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
  - .1 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;
  - .2 based on the Offer Documents listed in the Special Instructions to Offerors;
  - .3 correctly completed in all respects;
  - .4 signed by a duly authorized representative of the Offeror; and
  - .5 accompanied by
    - .1 any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- .2 Subject to paragraph 6 of GI09, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- .3 Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
- .4 Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

### **GI03 (2015-02-25) Identity or Legal Capacity of the Offeror**

- .1 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
  - .1 such signing authority; and
  - .2 the legal capacity under which it carries on business;
- .2 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**

- .1 "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 (2017-04-27) Capital Development and Redevelopment Charges**

- .1 For the purposes of GC1.8, of R2810D "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**

- .1 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- Appendix 1, 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
  - .1 the offer shall be in Canadian currency;
  - .2 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 Timely and correct delivery of offers is the sole responsibility of the Offeror.
- .4 In addition, it is the Proponent's responsibility to:
  - .1 obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - .2 submit an original of the proposal, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - .3 send its proposal only to the Department of Fisheries and Oceans mailing address specified on page 1 of the Request

for Standing Offer or to the e-mail address specified in the Request for Standing Offer; ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.

- .5 The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in subparagraph .4.3 of GI07.
- .6 Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of

the Proponent. Department of Fisheries and Oceans will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.

- .7 The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.

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

- .1 An offer submitted in accordance with these instructions may be revised by letter or via e-mail 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 e-mail shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
- .2 E-mail revisions are to be sent to: [Ginette.Aliaga@dfo-mpo.gc.ca](mailto:Ginette.Aliaga@dfo-mpo.gc.ca).
- .3 A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- .4 A letter or e-mail to confirm an earlier revision should be clearly identified as a confirmation.
- .5 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:
  - .1 the Offeror's offering privileges are suspended or are in the process of being suspended;
  - .2 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;
  - .3 the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - .4 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;
  - .5 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;
  - .6 with respect to current or prior transactions with Canada
    - .1 Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - .2 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 .2.6.2 of GI09, Canada may consider, but not be limited to, such matters as:
  - .2 The timeliness of completion of the Work;
    - .3 The overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
    - .4 The completeness and effectiveness of the Offeror'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 unfavorable assessment of the
    - .1 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;
    - .2 Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
    - .3 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 .2.1 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**

- .1 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**

- .1 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](#).

#### **GI12 (2013-04-25) Compliance with Applicable Laws**

- .1 By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
- .2 For the purpose of validating the certification in paragraph .1 of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- .3 Failure to comply with the requirements of paragraph .2 of GI12 shall result in disqualification of the offer.

### **GI13 (2015-02-25) Approval of Alternative Materials**

- .1 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 Authority at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

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

- .1 Offerors shall take note that the performance of the Offeror 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 Offeror's performance be considered unsatisfactory, the Offeror's offering privileges on future work may be suspended indefinitely.
- .2 The form - Contractor Performance Evaluation Report Form, is used to record the performance.  
[http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf)

### **GI15 (2011-05-16) Conflict of Interest—Unfair Advantage**

- .1 In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - .1 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;
  - .2 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.

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

- .1 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 The Department of Fisheries and Oceans (DFO) 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 DFO's intention to authorize up to three (3) Standing Offers for each of the three zones identified under In drawing NL-000 of the standing offer. Each standing offer will be for a period of five (5) years. The total dollar value of all Standing Offers is estimated to be (\$12,000,000 over five years) (GST or HST included). The total value of the SO is estimated to have the following breakdown for each zone:
  - Zone A – Lower Mainland estimated at \$4,000,000 over five years
  - Zone B – Vancouver Island estimated at \$4,000,000 over five years
  - Zone C – North Coast estimated at \$4,000,000 over five years.
- .3 Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; DFO 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 and SOP05, CALL-UP AUTHORITY.

### **SI02 Offer Documents**

- .1 The following are the Offer Documents:
  - .1 Request for Standing Offer - Page 1;
  - .2 General Instructions to Offeror's- Construction Services
  - .3 Special Instructions to Offerors;
  - .4 Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
  - .5 Drawings and Specifications;
  - .6 Price, Technical Proposal, and related Appendix(s); and
  - .7 Any amendment issued prior to solicitation closing.
- .2 Submission of an Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

### **SI03 Enquires During the Solicitation Period**

- .1 Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1. Except for the approval of alternative materials as described in GI13 enquiries should be received no later than five (5) business calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- .2 To ensure consistency and quality of the information provided to Offerors the Contracting Authority will 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 must be directed ONLY to the Contracting Authority identified in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non-compliant.

**SI04 Quantity**

- .1 The amount of work and estimated expenditure specified in the RFSO is 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.

**SI05 DFO Obligations**

- .1 A RFSO does not commit DFO 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. DFO 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.

**SI06 Offer Validity Period**

- .1 The offer cannot be withdrawn for the period of ninety (90) 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 above 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 above is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - .1 continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - .2 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".

**SI07 Industrial Security Related Requirements**

- .1 At offer closing, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the offer non-compliant and no further consideration will be given to the offer.
- .2 The successful Offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.
- .3 The Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01) if required, the contractor will be notified and given

clearance if the individual call-up requires it;

- .4 The Offeror must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01) if required, the contractor will be notified and given clearance if the individual call-up requires it.
- .5 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](#)

## SI08 Web Sites

.1 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:

- .1 Buy and Sell  
<https://www.achatsetventes-buyandsell.gc.ca>
- .2 Canadian Economic Sanctions  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
- .3 Contractor Performance Evaluation Report  
[http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf)
- .4 Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
- .5 PWGSC, Industrial Security Services  
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>
- .6 PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
- .7 Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
- .8 Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>
- .9 Performance Bond (form PWGSC-TPSGC 505)  
[http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5134\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5134_E.pdf)
- .10 Trade agreements  
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>
- .11 Bid Bond  
[http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5132\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5132_E.pdf)

**SI09 Optional Bidders Conference**

.1 An optional bidders conference will be held on the following dates at the following locations where a large scale aerial photographs of our sites will be available.

**.1 Wednesday, June 19, 2019 at 2:00pm**

Fisheries and Oceans Canada – Fisheries Area Office  
177 Tatlow Road  
Smithers, BC  
VOJ 2N5

**.2 Thursday, June 20, 2019 at 10:00 AM**

Institute of Ocean Sciences  
9860 West Sannich Road,  
Sidney, BC  
V8L 5T5

**.3 Friday, June 21, 2019 at 2:00pm**

Regional Headquarters  
Suite 200 (2nd Floor)  
401 Burrard Street,  
Vancouver, BC  
V6C 3S4

**RFSO APPENDIX 1 - OFFER AND ACCEPTANCE FORM**

**BA01 Identification**

REQUEST FOR STANDING OFFER – BUILDING INFRASTRUCTURE  
Solicitation Number: FP802-180281

**A02 Business Name and Address of Offeror**

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

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

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

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

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

**BA03 The Offer**

**THE OFFEROR OFFERS TO CANADA TO PERFORM AND COMPLETE THE WORK IDENTIFIED IN THE STATEMENT OF WORK AND IN ACCORDANCE WITH THE REQUESTED STANDING OFFER DOCUMENTS FOR THE TOTAL BID AMOUNT INDICATED IN APPENDIX 3 – (PART 2) FINANCIAL PROPOSAL.**

**BA04 Offer Validity Period**

The offer must not be withdrawn for a period of ninety (90) days following the date of solicitation closing.

**BA05 Signature**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 2 – INTEGRITY PROVISIONS – LIST OF NAMES**

(Ineligibility and Suspension Policy) <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated (2016-04-04)

**List of names:**

- .1 All Offerors, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:
  - .1 Offerors that are corporate entities, including those offering as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - .2 Offerors offering as sole proprietors, including sole proprietors offering as joint ventures, must provide a complete list of the names of all owners; or
  - .3 Offerors that are a partnership do not need to provide a list of names.
  
- .2 If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Offers is completed, or has not been received in a procurement process or real property transaction where no Offer will be submitted, the Contracting Authority will inform the Offeror of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render an Offer non-responsive, or the Offeror otherwise disqualified for award of a contract or real property agreement.

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**APPENDIX 3 - EVALUATION PROCEDURES OR BASIS OF SELECTION**

**Part 1 Technical Proposal**

Offers will be evaluated in accordance with the technical evaluation criteria as detailed herein. Offeror’s proposals must clearly demonstrate that they meet all Technical Requirements for the Offer to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response)

**1.0 MANDATORY CRITERIA**

The Offeror must include the following table in their Offer, indicating that their Offer meets the mandatory and point rated criteria, and providing the Offer page number or section that contains information to verify that the criteria has been met.

No further consideration will be given to proponents not meeting the mandatory requirements.

No.	Mandatory Requirements	Compliant (Yes/No)	Offer Page No. Cross reference to bid/offer
<b>Corporate Requirements</b>			
<b>M1</b>	<p>The Offeror must have delivered a minimum of (2) two projects since June 1, 2009, that have a minimum value of \$100,000.00 (applicable taxes included).</p> <p>Each project identified in the Offeror’s bid submission must demonstrate similar complexity and nature of the following sites and projects.</p> <p><b>Project Examples</b></p> <p>Example projects for this in the Fisheries and Oceans Canada and the Canadian Coast Guard portfolio could include:</p> <ul style="list-style-type: none"> <li>• Salmonid Hatchery Renovations</li> <li>• Major In-stream Works</li> <li>• Pipeline Repair and Replacement</li> <li>• Road Construction</li> </ul>		

	<p>Site Examples and Locations</p> <ul style="list-style-type: none"> <li>• Kitsilano Coast Guard Base</li> <li>• Quinsam River Salmonid Hatchery</li> <li>• Fulton Spawning Channel</li> <li>• Pacific Science Enterprise Center</li> <li>• Seal Cove Coast Guard Base</li> </ul>		
<p><b>M2</b></p>	<p>The Offeror must have delivered a minimum of (2) two projects within “<u>remote site locations</u>” since June 1, 2009, that have a minimum value of \$100,000.00 (applicable taxes included). Each project identified in the Offeror’s bid submission must demonstrate similar complexity and nature of the following sites and projects</p> <p>*Remote site is defined as a site located a long distance (150km or more) from a highly populated area and lacking the transportation links that are typical in more populated areas.*</p> <p><b>Project Examples</b></p> <p>Example projects for this in the Fisheries and Oceans Canada and the Canadian Coast Guard portfolio could include:</p> <ul style="list-style-type: none"> <li>• Boat/Barge access concrete pours</li> <li>• Helicopter tower erection</li> <li>• Remote residence construction</li> <li>• Off grid construction</li> </ul> <p><b>Site Locations and Example</b></p> <ul style="list-style-type: none"> <li>• Tahltan Field Camp</li> <li>• Dawsons Landing Field Office</li> <li>• Pachena Point Lightstation</li> <li>• Langara Lightstation</li> </ul>		

<b>M3</b>	The Offeror must provide references for each identified project in M1 and M2.  DFO may contact references to confirm information provided under the offeror's proposal		

### **3.0 EVALUATION AND RATING**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per zone will be recommended for issuance of a standing offer. Up to three Standing Offers may be issued under this solicitation process for each zone.

If an Offeror has been deemed lowest compliant in more than one zone, only one Standing Offer will be issued for those specific zones.

### **4.0 PROPOSAL REQUIREMENTS**

#### **4.1 Requirement for Proposal Format**

The following proposal format information should be implemented when preparing the proposal.

- .1 Submit proposal via e-mail, or submit one (1) bound original of the proposal to the indicated address listed on the RFSO cover page.
- .2 Paper size should be - 216mm x 279mm (8.5" x 11")
- .3 Minimum font size - 11 point Times or equal
- .4 Minimum margins - 12 mm left, right, top, and bottom
- .5 Double-sided submissions are preferred
- .6 One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- .7 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

## Part 2 Financial Proposal

- .1 Pricing must be submitted in accordance with the following:
  - .1 Bidders must provide a firm, all-inclusive rates during regular working hours, including all required supervision, equipment, upgrades, materials, travel, parts and labour required to complete the work as requested. Pricing includes fuel, oil, lubrication, the rental of equipment complete with operator, paid by the hour for the actual work for each piece of equipment on site.
  - .2 Down time for repairs, greasing, etc., shall not be paid by DFO/CCG. No payment will be made by DFO/CCG for equipment not in use or stationary on DFO/CCG property.
  - .3 Pricing will be evaluated for the total rates offered for all five (5) years (per zone). Price proposals are not to include Applicable taxes and will be evaluated in Canadian Dollars. Rates quoted must remain firm for the period of the Standing Offer.
  - .4 The estimated usage, if provided, is an estimate only for the purpose of evaluation does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.
  - 5 The total bid offer per zone will be calculated by multiplying the unit price for each line item by the associated estimated quantity and summing the values. Calculation will be applied to each year of pricing and all periods will be totalled to determine the total evaluated aggregate bid price of the Offer (per zone).
  - .6 Contractor shall provide cost estimates for additional service or miscellaneous equipment when requested. Actual cost will not be greater than 10% of the estimated net cost.
  - .7 If you are quoting an “or equal” piece of equipment, please indicate and provide technical documentation.
  - .8 Contaminated soil removal, if required, to be at above hourly rates.
  - .9 Contaminated soil disposal, if required, (including transportation manifest) at tipping fees cost plus a markup of 10% with supporting documentations such as invoice and receipts.
  - .10 Should there be an error in the extended pricing of the offeror’s offer, the unit price shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror’s offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, DFO will correct the totals to ensure the fairness of the Proposals.

## **2.0 PRICE PROPOSAL FORM**

Price proposal form is for evaluation purposes only. It does not represent the actual amounts that will be called up under this standing offer. GST/HST is excluded of the prices quoted herein (if applicable). GST/HST will be shown as a separate item on the invoice (if applicable).

Actual hours called up under this standing offer will be determined on the need of the Technical Support Group and the individual projects.

See following page for price table for each zone.

### **2.1 Incomplete Price Tables**

.1 Failure to provide a price for any items identified under a specific zone will result in elimination from the process. Offerors that submits pricing for a specific zones will only be considered for that zone. It is not required that interested offerors submit pricing for all zones to be considered under this solicitation process.

**ZONE A – FOR THE PERIOD OF OCTOBER 1, 2019 TO SEPTEMBER 30, 2024 INCLUSIVE**

Year #1 – October 1, 2019 to September 30, 2020

Year #2 – October 1, 2020 to September 30, 2021

Year #3 – October 1, 2021 to September 30, 2022

Year #4 – October 1, 2022 to September 30, 2023

Year #5 – October 1, 2023 to September 30, 2024

Item	Description	Unit of Measure	Estimated Quantity /year	Price Per Unit *taxes extra				
				Year #1	Year #2	Year #3	Year #4	Year #5
1	Site Superintendent	Per hour	1000 Hr	\$	\$	\$	\$	\$
2	Carpenter	Per hour	1000 Hr	\$	\$	\$	\$	\$
3	Plumber	Per hour	200 Hr	\$	\$	\$	\$	\$
4	Roofer	Per hour	500 Hr	\$	\$	\$	\$	\$
5	Fabricator/Welder	Per hour	500 Hr	\$	\$	\$	\$	\$
6	Electrician	Per hour	500 Hr	\$	\$	\$	\$	\$
7	Gas Fitter	Per hour	100 Hr	\$	\$	\$	\$	\$
8	Labourer	Per hour	1000 Hr	\$	\$	\$	\$	\$
9	Painter	Per hour	100 Hr	\$	\$	\$	\$	\$
10	Surveyor	Per hour	100 Hr	\$	\$	\$	\$	\$
11	Hazardous Materials Specialist	Per hour	250 Hr	\$	\$	\$	\$	\$
12	HVAC Technician	Per hour	250 Hr	\$	\$	\$	\$	\$
13	Machinist	Per hour	250 Hr	\$	\$	\$	\$	\$
14	Markup on Building Envelope Materials	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
15	Markup on Plumbing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
16	Markup on Roofing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
17	Markup on Building Steel/Aluminum	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
18	Markup on Electrical Equipment	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
19	Markup on Hazardous Material Deposal	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
20	Markup on HVAC Equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$

21	Markup other equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
22	Markup on other sub trade work	Percent markup on value	\$25,000.00	\$	\$	\$	\$	\$
23	Markup up on other Material	Percent markup on value	\$50,000.00	\$	\$	\$	\$	\$



**ZONE B – FOR THE PERIOD OF OCTOBER 1, 2019 TO SEPTEMBER 30, 2024 INCLUSIVE**

Year #1 – October 1, 2019 to September 30, 2020

Year #2 – October 1, 2020 to September 30, 2021

Year #3 – October 1, 2021 to September 30, 2022

Year #4 – October 1, 2022 to September 30, 2023

Year #5 – October 1, 2023 to September 30, 2024

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price Per Unit *taxes extra				
				Year #1	Year #2	Year #3	Year #4	Year #5
1	Site Superintendent	Per hour	1000 Hr	\$	\$	\$	\$	\$
2	Carpenter	Per hour	1000 Hr	\$	\$	\$	\$	\$
3	Plumber	Per hour	200 Hr	\$	\$	\$	\$	\$
4	Roofer	Per hour	500 Hr	\$	\$	\$	\$	\$
5	Fabricator/Welder	Per hour	500 Hr	\$	\$	\$	\$	\$
6	Electrician	Per hour	500 Hr	\$	\$	\$	\$	\$
7	Gas Fitter	Per hour	100 Hr	\$	\$	\$	\$	\$
8	Labourer	Per hour	1000 Hr	\$	\$	\$	\$	\$
9	Painter	Per hour	100 Hr	\$	\$	\$	\$	\$
10	Surveyor	Per hour	100 Hr	\$	\$	\$	\$	\$
11	Hazardous Materials Specialist	Per hour	250 Hr	\$	\$	\$	\$	\$
12	HVAC Technician	Per hour	250 Hr	\$	\$	\$	\$	\$
13	Machinist	Per hour	250 Hr	\$	\$	\$	\$	\$
14	Markup on Building Envelope Materials	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
15	Markup on Plumbing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
16	Markup on Roofing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
17	Markup on Building Steel/Aluminum	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
18	Markup on Electrical Equipment	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
19	Markup on Hazardous Material Deposal	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
20	Markup on HVAC Equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
21	Markup other equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
22	Markup on other sub trade work	Percent markup on value	\$25,000.00	\$	\$	\$	\$	\$

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23	Markup up on other Material	Percent markup on value	\$50,000.00	\$	\$	\$	\$	\$
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**ZONE C – FOR THE PERIOD OF OCTOBER 1, 2019 TO SEPTEMBER 30, 2024 INCLUSIVE**

Year #1 – October 1, 2019 to September 30, 2020

Year #2 – October 1, 2020 to September 30, 2021

Year #3 – October 1, 2021 to September 30, 2022

Year #4 – October 1, 2022 to September 30, 2023

Year #5 – October 1, 2023 to September 30, 2024

Item	Description	Unit of Measure	Estimated Quantity /year	Price Per Unit *taxes extra				
				Year #1	Year #2	Year #3	Year #4	Year #5
1	Site Superintendent	Per hour	1000 Hr	\$	\$	\$	\$	\$
2	Carpenter	Per hour	1000 Hr	\$	\$	\$	\$	\$
3	Plumber	Per hour	200 Hr	\$	\$	\$	\$	\$
4	Roofer	Per hour	500 Hr	\$	\$	\$	\$	\$
5	Fabricator/Welder	Per hour	500 Hr	\$	\$	\$	\$	\$
6	Electrician	Per hour	500 Hr	\$	\$	\$	\$	\$
7	Gas Fitter	Per hour	100 Hr	\$	\$	\$	\$	\$
8	Labourer	Per hour	1000 Hr	\$	\$	\$	\$	\$
9	Painter	Per hour	100 Hr	\$	\$	\$	\$	\$
10	Surveyor	Per hour	100 Hr	\$	\$	\$	\$	\$
11	Hazardous Materials Specialist	Per hour	250 Hr	\$	\$	\$	\$	\$
12	HVAC Technician	Per hour	250 Hr	\$	\$	\$	\$	\$
13	Machinist	Per hour	250 Hr	\$	\$	\$	\$	\$
14	Markup on Building Envelope Materials	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
15	Markup on Plumbing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
16	Markup on Roofing Materials	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
17	Markup on Building Steel/Aluminum	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
18	Markup on Electrical Equipment	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
19	Markup on Hazardous Material Deposal	Percent markup on value	\$25,000	\$	\$	\$	\$	\$
20	Markup on HVAC Equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$

21	Markup other equipment	Percent markup on value	\$15,000	\$	\$	\$	\$	\$
22	Markup on other sub trade work	Percent markup on value	\$25,000.00	\$	\$	\$	\$	\$
23	Markup up on other Material	Percent markup on value	\$50,000.00	\$	\$	\$	\$	\$

Mobilization and the standby rate of all materials, labour and equipment identified in item .1 of 1.6 basis of payment will be billed at up to 50% of the individual call up value rate. The departmental representative may change this amount upon written notice and approval.

## RFSO APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### Part 1 Public Service and Procurement Canada Apprentice Procurement Initiative

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

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

**Part 2 Voluntary Certification**

(To be filled out and returned with offer on a voluntary basis)  
(page 2 of 2)

Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample  
"Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

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

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

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

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

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

Number of company employees: \_\_\_\_\_

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

Trades of those apprentices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PART 2 - STANDING OFFER (SO) PARTICULARS

### STANDING OFFER PARTICULARS (SOP)

#### 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 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:
  - .1 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;
  - .2 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;
  - .3 Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - .4 the Standing Offer cannot be assigned or transferred in whole or in part;
  - .5 the Standing Offer may be set aside by Canada at any time.

#### SOP02 Period of the Standing Offer

- .1 The period for placing call-ups against the Standing Offer shall be for five (5) years commencing from the start date identified on the Standing Offer.

#### SOP03 Call-up Limitation

- .1 Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$400,000.00 (Applicable Taxes included).

#### SOP04 Call-up Procedure

- .1 Services will be called-up as follows:
  - .1 The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, offerors will be considered using a computerized distribution system. This system will track all call-ups assigned to each offeror and will maintain a running total of the dollar value of business distributed. The system will contain for each offeror, within each zone, an ideal business distribution percentage which has been established as follows; 50% of the business for the top ranked offeror, 30% for the 2nd ranked offeror, 20% for the 3rd ranked offeror. In the event fewer than three offerors are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

- .2 The Offeror who is furthest under their respective ideal business distribution percentage in relation to the other Offerors will be selected for the next call-up.
  - .3 If the Offeror who is in the next call-up position and they refuse the work the Departmental Representative may offer it to any of the other two candidates.
  - .4 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 Offeror'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 in writing issued by the Contracting Authority using form FP-5137 (2011-12) (DFO Change Order Form).

#### **SOP05 Call-Up Authority**

##### **Call-ups under \$100,000.00**

- .1 Under this standing offer, the Technical Authority (or is delegate with contracting duly delegated authority within DFO) may award call-ups lower than \$100,000.00 (including taxes).

##### **Call-ups to \$400,000.00**

- .1 Under this standing offer, the Contracting Authority (or is delegate with contracting duly delegated authority within DFO) may award call-ups up to \$400,000.00 (including taxes).



**SOP06 STANDING OFFER RESPONSIBLES**

.1 Standing Offer Contracting Authority is :

Name : Ginette Aliaga  
Title: Senior Contracting Officer  
Department : Fisheries and Oceans  
Division: Material and Procurement Services  
Telephone : 343-540-9331  
E-mail : Ginette.Aliaga@dfo-mpo.gc.ca

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

.2 Standing Offer Technical Authority is: (To be provided upon Call-Up Award)

.1 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.

Name :  
Title :  
Department :  
Division :  
Telephone :  
e-mail :

.3 The selected Offeror for the standing offer is:

Name : \_\_\_\_\_  
Contact : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
e-mail : \_\_\_\_\_

## **SOP07 BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the issued Call-Up, the Contractor will be paid a firm price

### **1.1 Single Payment**

SACC Manual clause H1000C (2008-05-12), Single Payment

### **1.2 Invoicing Instructions**

- .1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- .1 a copy of time sheets to support the time claimed;
  - .2 a copy of the invoices, receipts and vouchers for all direct expenses;
- .2 Invoices must be distributed as follows: T
    - .1 The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

- .1 There is no documents safeguarding security requirement applicable to this Standing Offer
- .2 Individual call-ups may impose security related requirements and will be given to the contractor as part of the Scope of Work given when soliciting the call-up.

### SC02 INSURANCE TERMS

- .1 The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.
  - .1 Contracts with of an estimated value of \$100,000 and more:
    - .1 Commercial General Liability
    - .2 Builder’s Risk/Installation Floater (generally not required for contracts were there is no work/property to ensure, such as paving, asbestos abatement and dredging).
  - .2 Additional Insurance:
    - .1 The Departmental Representative may call for and be consulted to determine which of the following type of additional insurance is required.
      - .1 Contractors Pollution Liability:
        - .1 Required when the nature of the work poses a risk of pollution damage such as:
          - .1 work involving storage tanks
          - .2 work on bridges or above water where contaminants could be released into water streams
          - .3 work involving removal of hazardous materials
      - .2 Other types of insurance as per project specifics will be the responsibility of the Departmental Representative to require.
- .3 Insurance Contracts
  - .1 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.
  - .2 Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement 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.
- .4 Period of Insurance:
  - .1 The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.

- .2 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.
- .5 Proof of Insurance:
  - .1 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.
  - .2 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.
- .6 Insurance Proceeds:
  - .1 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.
- .7 Deductible:
  - .1 The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

### SC03 CONTRACT SECURITY

- .1 Call-ups over \$100,000.00 will require that the Contractor provide contract security as described in the General Condition (GC) 9 - Contract Security R2890D (2018-0621). The clause can be consulted here:  
  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/9>
- .2 Also consult SOP03 Call-up Limitation for maximum Contract Security that could be asked for.

**SO APPENDIX B - PERIODIC REPORTS**

The contractor is to complete a list of all call-ups issued to the Technical Authority on September 30 and March 31 of each year.

STANDING OFFER		COMPANY NAME	
		REPORT TOTALS	
PERIOD OF REPORT		Standing Offer Total Value	\$
		Less Usage to Date	\$
		Balance Remaining	\$
CALL-UP NUMBER	DATE OF CALL-UP	CUSTOMER NAME	CALL-UP VALUE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
11			\$
12			\$
13			\$
14			\$

**SO APPENDIX C - SECURITY REQUIREMENT CHECK LIST (SRCL)**



Contract Number / Numéro du contrat F1700-174424
Security Classification / Classification de sécurité Site Access

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Technical Support	
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 The purpose of the Land Infrastructure Standing Offer is for low dollar skilled labour services and transportation, O&M – related work, as and when required on various DFO/CCG sites.		
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 checked="" type="checkbox"/> No / Non <input 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 checked="" 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 checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <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:	
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"/>



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat F1700-174424
Security Classification / Classification de sécurité Site Access

**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 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 checked="" 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

**SO APPENDIX D - CERTIFICATE OF INSURANCE (Not required at solicitation 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 Code	Address (No., Street)	City	Province	Postal
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Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
--------------------------------------	-----------------------	------	----------	--------

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				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		



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

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

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE

### 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 Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater

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

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

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

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value. The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

### Contractors Pollution Liability

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

**Other types of Insurance**

To be inserted below according to specifics of project.

Use separate page if needed.

**APPENDIX E - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

(This report is not required at Offer deposit)

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

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

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

Number of Apprentices Hired	Trade

**APPENDIX F – LISTING OF SUBCONTRACTORS (Could be asked on individual call-ups)**

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

The Offeror should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the call-up.

	<b>Subcontractor</b>	<b>Division</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

### **PART 3 - CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)**

- .1 The following are the “call up” contract documents:
  - .1 Contract Page when signed by Canada;
  - .2 Duly completed Price Proposal Form and any Appendices attached thereto;
  - .3 Drawings and Specifications;
  - .4 DFO Construction General Conditions  
(<http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>);
  - .5 Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - .6 Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - .7 Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- .2 The language of the contract documents is the language of the Price Proposal Form submitted.