



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
1.6 HEALTH & SAFETY REQUIREMENTS.....	4
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 FORMER PUBLIC SERVANT .....	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS .....	8
2.6 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE .....	8
2.7 SITE VISIT – OPTIONAL.....	9
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>9</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES .....	10
4.2 BASIS OF SELECTION.....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - FINANCIAL REQUIREMENTS .....</b>	<b>12</b>
6.1 FINANCIAL CAPABILITY.....	12
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>13</b>
<b>A. STANDING OFFER.....</b>	<b>13</b>
7.1 OFFER - ATTACHED AT ANNEX E.....	13
7.2 SECURITY REQUIREMENTS .....	13
7.3 STANDARD CLAUSES AND CONDITIONS .....	13
7.4 TERM OF STANDING OFFER.....	13
7.5 AUTHORITIES .....	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
7.7 IDENTIFIED USERS .....	14
7.8 CALL-UP PROCEDURES.....	14
7.10 CALL-UP INSTRUMENT .....	15
7.11 LIMITATION OF CALL-UPS .....	15
7.12 PRIORITY OF DOCUMENTS .....	16
7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.15 APPLICABLE LAWS .....	16
7.16 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	16
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS .....	17
7.3 TERM OF CONTRACT.....	19

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7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	19
7.5	PAYMENT .....	19
7.6	INVOICING INSTRUCTIONS .....	20
7.7	INSURANCE REQUIREMENTS .....	20
<b>ANNEX A</b>	.....	<b>21</b>
	STATEMENT OF WORK .....	21
<b>ANNEX B</b>	.....	<b>22</b>
	BASIS OF PAYMENT .....	22
<b>ANNEX C</b>	.....	<b>23</b>
	HEALTH AND SAFETY REQUIREMENTS .....	23
<b>ANNEX D</b>	.....	<b>26</b>
	PERIODIC USAGE REPORT FORM .....	26
<b>ANNEX E</b>	.....	<b>27</b>
	OFFER .....	27
	APPENDIX 1 - INTEGRITY PROVISIONS .....	31
	APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES.....	32
<b>ANNEX F</b>	.....	<b>33</b>
	INSURANCE REQUIREMENTS .....	33
<b>ANNEX G</b>	.....	<b>36</b>
	VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT .....	36
<b>ANNEX H TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>37</b>
	ELECTRONIC PAYMENT INSTRUMENTS .....	37

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Financial Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

#### Road Repair Standing Offer

Work under this standing offer includes the provision of all labour, equipment, tools, material, transportation and supervision required to undertake construction, alterations and urgent road repair work, as and when required, at the following Correctional Service Canada Institutions:

- .1 Stony Mountain Institution, Stony Mountain, MB;
- .2 Osborne Community Correctional Centre (CCC), Winnipeg, MB

Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of **two (2)** years.

This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions

and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

### 1.6 Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See [Annex C](#).

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2019-03-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the Western Region the email address is:

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (780) 497-3510

### **2.2.1 Revision of Offer**

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: (780) 497-3510

### **2.2.2 Firm Price and/or Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

### **2.2.3 Form**

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

### **2.2.4 Alterations**

Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

### **2.2.5 Incomplete Offers**

Incomplete offers may be rejected.

### **2.2.6 Taxes**

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

## 2.2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

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### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## 2.6 Public Works and Government Services Canada Apprentice Procurement Initiative

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

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at [Appendix 2](#).

If you accept fill out and sign [Appendix 2](#).

*\*The 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*

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*apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## **2.7 Site Visit – Optional**

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on December 19, 2019, at 9:00AM, at the Building C-17 Construction office, Stony Mountain Institution. Offerors are requested to communicate with the Standing Offer Authority 2 day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Offerors may be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting an offer. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy)  
Section II: Certification (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment).

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete [Annex H](#) Electronic Payment Instruments, to identify which ones are accepted.

If [Annex H](#) Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

## **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

#### **4.1.1 Technical Evaluation**

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

###### **a) MANDATORY REQUIREMENTS - Required as part of the Offer**

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

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

- i) Health & Safety Requirements
- ii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iii) Proof of Insurance - *upon request*
- iv) Former Public Servant – Competitive Requirements

## 4.1.2 Financial Evaluation

### 4.1.2.1 Evaluation of Price-Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Offer

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause ([M0031T](#)) 2007-05-25, Basis of Selection – Mandatory Technical Criteria Only.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## **5.2.1 Additional Certifications Precedent to Issuance of a Standing Offer**

**5.2.1.1 Requisite certificates or licenses identified in the RFSO** (eg: Journeyman Tickets) must be submitted upon request including all appendices.

### **5.2.1.2 Status and Availability of Resources**

*SACC Manual* Clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

**5.2.1.4 Health & Safety Requirements** - See [Annex C](#).

## **PART 6 - FINANCIAL REQUIREMENTS**

### **6.1 Financial Capability**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer - attached at Annex E**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

[2005 \(2017-06-21\)](#), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "D" If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a *quarterly basis* to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mony Lee  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Procurement Branch  
Directorate: Real Property Contracting

Telephone: 780-224-6675  
Facsimile: 780-497-3510  
E-mail address: mony.lee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Services and Procurement Canada (PSPC) and Correctional Service Canada (CSC) Institutions:

## 7.8 Call-up Procedures

1. Best Standing Offer: the offer that provides best value **lowest prices** will be retained.

---

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

## 7.9 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## 7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

## 7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2017-06-21\)](#), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the supplemental general conditions;
- f) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- g) Annexes:  
Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;  
Annex B, Basis of Payment;  
Annex C, Health & Safety Requirements - [Manitoba](#);  
Annex D, Periodic Usage Report Form;  
Annex F, Insurance Requirements;  
Annex G, Voluntary Report for Apprentices Employed During the Contract;
- k) the Offeror's offer dated \_\_\_\_\_.

## 7.14 Certifications and Additional Information

### 7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.14.2 SACC Manual Clauses

SACC Manual clause [M3020C \(2016-01-28\)](#), Status of Availability of Resources - Standing Offer

## 7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 1. General Conditions:

- |       |      |  |                        |               |
|-------|------|--|------------------------|---------------|
| i.    | GC1  | General Provisions                             | <a href="#">R2810D</a> | (2017-11-28); |
| ii.   | GC2  | Administration of the Contract                 | <a href="#">R2820D</a> | (2016-01-28); |
| iii.  | GC3  | Execution and Control of the Work              | <a href="#">R2830D</a> | (2018-06-21); |
| iv.   | GC4  | Protective Measures                            | <a href="#">R2840D</a> | (2008-05-12); |
| v.    | GC5  | Terms of Payment                               | <a href="#">R2550D</a> | (2016-01-28); |
| vi.   | GC6  | Delays and Changes in the Work                 | <a href="#">R2865D</a> | (2019-05-30); |
| vii.  | GC7  | Default, Suspension or Termination of Contract | <a href="#">R2870D</a> | (2018-06-21); |
| viii. | GC8  | Dispute Resolution                             | <a href="#">R2884D</a> | (2016-01-28); |
| ix.   | GC10 | Insurance                                      | <a href="#">R2900D</a> | (2008-05-12); |
- Supplementary Conditions, (*if applicable*);
  - Allowable Costs for Contract Changes Under GC6.4.1 [R2950D](#) (2015-02-25);
  - Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up.

#### Interpretation

"Accepted by the Offeror" \* means that the Offeror has agreed to, and commenced performance of the work.

"Minister" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"*Departmental Representative*" means the Project Authority who is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

"*Superintendent*" or "*Supervisor*" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"*Unit Price Table*" means the table of prices per unit set out in the Offer; and

"*Work*" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

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

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

### **GC5.4 Payment**

#### **.1 Terms of Payment**

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification. The Contractor's invoice shall show the following, as separate items:
  - (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
  - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
  - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.

- 
- .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged nonpayment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

#### **7.5.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

#### **7.5.4 SACC Manual Clauses**

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

#### **7.5.5 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **7.6 Invoicing Instructions**

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. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in [Annex F](#). The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation  
ET025-202140/A  
Client Ref. No. - N° de réf. du client  
CSC ET025-202140

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWU-9-42193

Buyer ID - Id de l'acheteur  
PWU066  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A**

### **STATEMENT OF WORK**

See attached document.

## **ANNEX B**

### **BASIS OF PAYMENT**

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

#### **.1 Firm Rates:**

The Contractor will be paid firm rates as follows, for work performed in accordance with the Contract.

See Annex E for details.

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## ANNEX C

### HEALTH AND SAFETY REQUIREMENTS

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

##### SI07 WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

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

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

##### SC04 Workplace Safety and Health

###### 1. EMPLOYER/PRIME CONTRACTOR

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

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

###### 2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
  - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
  - 2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

**MANITOBA**

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

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

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**DECLARATION**

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This company is exempt from the Manitoba Occupational Health and Safety Act requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than five (5) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

**ANNEX D**

**PERIODIC USAGE REPORT FORM**

Return to:

Mony Lee	780-497-3510	Mony.lee@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Procurement Branch  
Suite 1000, 9700 Jasper Ave  
Edmonton, Alberta T5J 4C3

SUPPLIER: \_\_\_\_\_

REPORT FOR THE PERIOD ENDING: \_\_\_\_\_

Item No.	Description of Work	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [  ]

PREPARED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## ANNEX E

### OFFER

Description of Work: Road Repair Standing Offer  
Correctional Service Canada Institutions:  
.1 Stony Mountain Institution, Stony Mountain, MB;  
.2 Osborne Community Correctional Centre (CCC), Winnipeg, MB.

#### 1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 7.4.1, hereinafter called the "Term".

#### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;

The Offeror agrees:

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in Call-ups Against a Standing Offer, in Part 7A, clause 7.9, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .4 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.

- .5 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up.
- .6 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .7 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.

### 4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

#### 4.1 Unit Price Schedules - Rates

Rates must include any and all related expenses, including travel, meals and accommodation.

Taxes, if applicable, are not to be included.

Estimates have been provided for evaluation purposes only and may not reflect actual business volumes under the resulting Standing Offer. Unit prices will prevail, and in the event that there is a discrepancy between the unit price and the estimated total, Canada reserves the right to correct the estimated total using the firm unit price.

Offers will be compared based on the total evaluated price (see below).

#### SCHEDULE A: Year 1

Item	Class of Labour, Material or Plant	Unit	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1.	Mobilization and demobilization	per trip	3		
2.	Asphalt Pavement Removal	m <sup>2</sup>	5200		
3.	Cast-in-place Concrete	m <sup>3</sup>	70		
4.	Topsoil	m <sup>2</sup>	100		
5.	Hydraulic Seeding	m <sup>2</sup>	100		
6.	Culvert Installation	m	10.5		
7.	Excavation	m <sup>2</sup>	500		
8.	Sub-base Course	t	200		
9.	Aggregate Base Courses	t	4100		
10.	Asphalt Prime	m <sup>2</sup>	2400		
11.	Asphalt Tack Coat	m <sup>2</sup>	7500		
12.	Hot Mix Asphalt Concrete Pavement	t	1900		
13.	Concrete Walks, Curbs and Gutters	lm	150		
14.	Pavement Marking	lm	500		
				<b>Subtotal A:</b>	

**SCHEDULE B: Year 2**

Item	Class of Labour, Material or Plant	Unit	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1.	Mobilization and demobilization	per trip	3		
2.	Asphalt Pavement Removal	m <sup>2</sup>	5200		
3.	Cast-in-place Concrete	m <sup>3</sup>	70		
4.	Topsoil	m <sup>2</sup>	100		
5.	Hydraulic Seeding	m <sup>2</sup>	100		
6.	Culvert Installation	m	10.5		
7.	Excavation	m <sup>2</sup>	500		
8.	Sub-base Course	t	200		
9.	Aggregate Base Courses	t	4100		
10.	Asphalt Prime	m <sup>2</sup>	2400		
11.	Asphalt Tack Coat	m <sup>2</sup>	7500		
12.	Hot Mix Asphalt Concrete Pavement	t	1900		
13.	Concrete Walks, Curbs and Gutters	lm	150		
14.	Pavement Marking	lm	500		
				<b>Subtotal B:</b>	

**4.2 TOTAL EVALUATED PRICE**

Subtotal A: Year 1 Estimated Total Amount	\$
Subtotal B: Year 2 Estimated Total Amount	\$
<b>Total Evaluated Price</b>	<b>\$</b>



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

*Note: The contractor will be asked to fill out a report every six months as included in Annex G.*

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

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

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

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

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

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

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

Trades of those apprentices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **ANNEX F**

### **INSURANCE REQUIREMENTS**

#### **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**

The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

#### **3. Proof of Insurance**

- (a) Before commencement of the Work 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.

## CERTIFICATE OF INSURANCE



Travaux publics et  
 Services gouvernementaux  
 Canada

Public Works and  
 Government Services  
 Canada

Description and Location of Work  Road Repair Standing Offer	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
------------------------------	-----------------------	------	----------	-------------

Additional Insured

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

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

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

---

## 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) **\$2,000,000** Each Occurrence Limit;
- (b) **\$2,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$2,000,000** Products/Completed Operations Aggregate Limit.

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



## **ANNEX H to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



# Terms of Reference Road Repair Contractor Standing Offer

## Miscellaneous Works & Urgent Repairs

**CORRECTIONAL SERVICE CANADA**

**Stony Mountain Institution**

**Osborne Community Correctional Centre (CCC)**

December 10, 2019

[www.pwgsc-tpsgc.gc.ca](http://www.pwgsc-tpsgc.gc.ca)

## TABLE OF CONTENTS

<b>1</b>	<b>WORK DESCRIPTION</b>	<b>3</b>
1.1	TERMS OF REFERENCE	3
1.2	GENERAL INFORMATION	3
1.3	BACKGROUND INFORMATION EXISTING CONDITIONS	4
1.4	PROJECT DELIVERY APPROACH	5
1.5	SUMMARY OF SERVICES	5
1.6	EXISTING DOCUMENTATION	6
1.7	CODES, ACTS, STANDARDS, REGULATIONS	6
<b>2</b>	<b>PROJECT ADMINISTRATION</b>	<b>8</b>
2.1	GENERAL REQUIREMENTS	8
2.2	COMMUNICATIONS AND MEETINGS	8
2.3	ROLES AND RESPONSIBILITIES	8
<b>3</b>	<b>REQUIRED SERVICES</b>	<b>10</b>
3.1	SUMMARY OF CONSTRUCTION WORK	10
<b>4</b>	<b>ANNEX</b>	<b>12</b>
4.1	TYPICAL SECURITY RESTRICTIONS	12

# 1 WORK DESCRIPTION

## 1.1 TERMS OF REFERENCE

### 1.1.1 PURPOSE

- .1 The purpose of the Road Repair Contractor Standing Offer is to undertake construction, alterations and urgent repair work, as and when required, at the following Correctional Service Canada Institutions:
  - .1 Stony Mountain Institution, Stony Mountain, MB
  - .2 Osborne Community Correctional Centre (CCC), Winnipeg, MB
- .2 The Terms of Reference (TOR) has been developed to ensure that the Contractor has a clear understanding of the Standing Offer Agreement (SOA) Work scope, procedures and services required to, upon SOA Call-Up, deliver the complete goods and services within the agreed to price and schedule.

### 1.1.2 THE PWGSC GENERAL CONDITIONS (GC)

- .1 The TOR must be used in conjunction with the General Conditions (GC) document, as the two documents are complimentary.
- .2 The TOR describes Work-specific requirements, services and deliverables while the GC document outlines the term and conditions of the contract, common to all projects.
- .3 In the case of a conflict between the two documents, the requirements of the GC override the TOR Document.

### 1.1.3 TERMINOLOGY

- .1 The following definitions for Terminology are:
  - .1 Quality Assurance Review: a review conducted by Public Services and Procurement Canada (PSPC) as a knowledgeable client of Work submitted to the Client Representative or conducted by the Contractor. The Quality Assurance review by PSPC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.
  - .2 Prime Contractor: as defined by Manitoba's Occupational Health and Safety Act.

## 1.2 GENERAL INFORMATION

### 1.2.1 PROJECT INFORMATION

Project Information	
Project Title:	Road Repair Contractor Services
Project Location:	Stony Mountain Institution, and Osborne Community Correctional Centre (CCC)
Solicitation Number:	
PWGSC Project Number:	R.105205.001
Client Representative:	PSPC – TBD at time of SOA Call-Up
CSC Representative	Chief of Works

### 1.2.2 CLIENT REPRESENTATIVES

Department	Client Representative
PSPC Project Manager:	To be determined at time of SOA Call-Up

PSPC Contracting Officer:	To be determined at time of SOA Call-Up
---------------------------	---

### 1.2.3 CSC REPRESENTATIVE

- .1 The CSC Representative referred to throughout the TOR is the Correctional Service Canada (CSC) Chief of Works.
- .2 CSC Mission:
  - .1 CSC, as part of the criminal justice system and respecting the rule of law, contributes to public safety by actively encouraging and assisting offenders to become law-abiding citizens, while exercising reasonable, safe, secure and humane control.

## 1.3 BACKGROUND INFORMATION EXISTING CONDITIONS

### 1.3.1 AREA OF USE / RESPONSIBILITY

- .1 Use of this Standing Offer Agreement (SOA) is for CSC Institutions in the following areas of the Western Region of Canada:
  - .1 Stony Mountain Institution, Stony Mountain, MB;
  - .2 Osborne Community Correctional Centre (CCC), Winnipeg, MB.
- .2 Each of the CSC Institutions has unique security levels and regulations.
- .3 All facilities have a resident Chief of Works with limited dedicated staff.
- .4 Use of the SOA by PSPC will be activated by a Call-Up.
- .5 In all cases the name of the representative responsible for the Call-Up will appear on the Call-Up document.

### 1.3.2 NEED

- .1 The Institution has a requirement for the Client Representative to respond to construction and maintenance issues in a timely fashion.
- .2 The Institution has a requirement for the Client Representative to attend to minor Works where timing makes it necessary to have pre-cleared Contractors.
- .3 The Institution has a requirement for the Client Representative to address urgent issues.

### 1.3.3 WORK SECURITY

- .1 All site visits must be arranged through the Client Representative.
  - .1 Reasons to visit the site include, but are not limited to preliminary site inspection, attendance at site meetings and any other reason related to the execution of SOA Call-Up Work.
  - .2 Commissionaire or security escort will be required during all site visits and for the duration of any work.

### 1.3.4 CONSTRAINTS AND CHALLENGES

- .1 The Contractor will be required to become familiar with the Work site and obtain local information as required.
- .2 All Work must comply with the most current CSC Technical Criteria and related Standards. Reference to this document will be made available through the Client Representative on Work specific basis.
- .3 Construction on the Work site will be performed during the full operation of the facilities. Work phasing must be planned to ensure that disruption to the daily operation of the facilities is kept to a minimum.

- .4 Environmental conditions must be kept under control during all phases of the Work. When relevant to the Work, a Designated Substances Report will be made available outlining existing conditions.
- .5 Each CSC Institution has their own particular security level and subsequently unique security regulations. The Contractor must become familiar with these regulations, particularly where tool control is concerned.
- .6 The intent is for the Work to meet current Codes, Standards and Guidelines.
- .7 The Contractor is to cooperate and coordinate with any other contractor on site.

## **1.4 PROJECT DELIVERY APPROACH**

### **1.4.1 CONSTRUCTION PHASE**

- .1 The Client Representative will state in the SOA Call-Up that they will be seeking fixed price quotations determined from the clearly defined scope of work.
- .2 Plans and Specifications, provided at the time of the SOA Call-Up, will be the standard source of contract information outlining more complex Work.
- .3 In the case of less complex Work the SOA Call-Up scope may be described by sketch and/or narration.
- .4 Renovations and new work may be conducted when the facility is fully occupied. In some cases, inmate access to the Work site may be restricted.
- .5 The Contractor shall ensure full coordination of the work of all Sub-Contractors.
- .6 Upon completion of the Work, and as requested in the SOA Call-Up, the Contractor is to prepare and submit to the Client Representative as-built drawings based on site conditions.

### **1.4.2 SPECIAL CONDITIONS**

- .1 As stated in the Call-Up:
  - .1 Work may be carried out during normal working hours;
  - .2 Work may be carried out after normal working hours, or on weekends;
  - .3 Work may be carried out when the Institution is fully occupied and operational;
  - .4 Work may be carried out in areas cleared of inmates and staff.
- .2 In the absence of a statement regarding hours of work or occupancy, it is assumed that the Work will be carried out during normal working hours, when the Institution is fully occupied and operational.
- .3 The Contractor will be required to obtain relevant permits from the local Authorities having Jurisdiction.

## **1.5 SUMMARY OF SERVICES**

### **1.5.1 CONTEXT**

- .1 The Contractor will be assigned the duties and responsibility of Prime Contractor when the contractor is the sole contractor on the call-up work site.
- .2 The Contractor may be assigned the duties and responsibility of Prime Contractor when two or more contractors occupy the same space and time. When the Contractor is acting in the capacity of the Prime Contractor, both construction and construction supervision for services are included within the assigned Work.
- .3 The Contractor may be required to provide a full construction team as outlined in Section 3 Required Services and supplemented by the SOA Call-Up documents.

- .4 All those employed to work on the site are to meet the requirements of the provincially legislated Apprenticeship and Industry Training Act. Tradespersons are to be registered apprentice or certified journeyman, skilled, qualified and supervised.
- .5 The work force may be augmented by general labourers.

## **1.6 EXISTING DOCUMENTATION**

### **1.6.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL PROPONENT (*CONTRACTOR*)**

- .1 Copies of all Work specific documentation will be made available to the Contractor at the time of the SOA Call-Up.
- .2 Limited record drawings and Operation & Maintenance Manuals are available on the Work site. If referenced, the Contractor will be responsible for verifying the accuracy of the information contained.

### **1.6.2 DISCLAIMER**

- .1 Reference information will be available in the language in which it is written.
- .2 The documentation may be unreliable and is offered “as is” for the information of the Contractor.

## **1.7 CODES, ACTS, STANDARDS, REGULATIONS**

### **1.7.1 GENERAL**

- .1 The Work shall, unless otherwise specified, be constructed in a manner which:
  - .1 Is compliant with all applicable federal, provincial, municipal, and regional laws, acts, regulations, and Codes
  - .2 Minimizes disruption and interference with occupants, including the prevention of transmission of noise, when demolition or construction work occurs in the building or on the property
- .2 Adherence to all applicable codes and standards and without limiting the generality of the foregoing shall include the most current edition of the following:
  - .1 The NRC National Building Code of Canada 2015;
  - .2 The NRC National Fire Code of Canada 2015;
  - .3 The NRC National Plumbing Code of Canada 2015;
  - .4 The Canadian Electrical Code 2015;
  - .5 Canada Occupational Health and Safety Regulations;
  - .6 Canada Labour Code (including latest revisions of all regulations);
  - .7 CAN/CSA B651-12 Accessible Design for the Built Environment;
  - .8 CSA Z320-11 Building Commissioning Standard;
  - .9 CSA S478-95 (R2007) Guideline on Durability in Buildings;
  - .10 Canadian Code for Preferred Packaging;
  - .11 Federal Fire Protection Standards;
  - .12 Treasury Board Fire Protection Standard;
  - .13 National Fire Protection Association (NFPA) standards;
  - .14 American Society for Testing and Materials (ASTM);
  - .15 American National Standards Institute (ANSI);

- .16 Asphalt Institute Standards for Hot Mix;
  - .17 American Water Works Association (AWWA) Standards;
  - .18 CSA A23.3-04 (2010) Design of Concrete Structures;
  - .19 CAN/CSA-23.1-04 and CAN/CSA-A23.2-04 Concrete materials and methods of concrete construction; and Methods of test and standard practice for concrete;
  - .20 Standards of Authority or City having Jurisdiction for municipal infrastructures' details;
  - .21 Guidelines for Canadian Drinking Water Quality – Sixth Edition – 1996;
  - .22 Guidelines for Canadian Drinking Water Quality – Summary Table – Dec 2010;
  - .23 Guidance for Providing Safe Drinking Water in Areas of Federal Jurisdiction – Version 1 –2005;
  - .24 Canada – Wide Strategy for the Management of municipal Waste Water Effluent;
  - .25 The Canadian Environmental Protection Act (CEPA, 1999);
  - .26 Canadian Environmental Quality Guidelines;
  - .27 Transportation Association of Canada (TAC) Guide for Canadian Roads;
  - .28 Manual of Uniform Traffic Control Devices (MUTCD);
  - .29 Local and/or municipal codes and bylaws.
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.

#### **1.7.2 CSC DOCUMENTS**

- .1 In addition to applicable legislated codes and standards, the CSC documents listed below apply to this Work:
  - .1 CSC Technical Criteria for Correctional Institutions, April 2015
  - .2 Federal Correctional Facilities Accommodation Guidelines, December 2014

## 2 PROJECT ADMINISTRATION

### 2.1 GENERAL REQUIREMENTS

- .1 The Contractor shall comply with the Work specific requirements as identified in the SOA Call-Up.

### 2.2 COMMUNICATIONS AND MEETINGS

#### 2.2.1 COMMUNICATION

- .1 If any communication with the CSC Representative results in the need for any change to the scope of Work, quality, cost or schedule, the Contractor shall inform the Client Representative, and seek written direction before taking any action. No change is to be actioned without written direction from the Client Representative.
- .2 Correspondence:
  - .1 All correspondence from the Contractor shall be distributed as directed by the issuing Client Representative
  - .2 There shall be no correspondence between occupants or users of the facility and the Contractor, unless directed by the Client Representative
  - .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Client Representative through an official Contract Amendment as defined in the General Conditions of this SOA
  - .4 All correspondence must carry the Contract name, PSPC / CSC Project title, PSPC / CSC Project number, File number and date

#### 2.2.2 MEETINGS

- .1 The Client Representative will arrange meetings, as required, throughout the Work.
- .2 Meetings will normally be held on site.

#### 2.2.3 WORK RESPONSE TIME

- .1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.
- .2 During the Work, the Contractor's Key Personnel shall be:
  - .1 Available to attend meetings and respond to inquiries within one (1) working day notice
  - .2 Able to respond to urgencies within two (2) hours, including those occurring during off-hours and on weekends/ holidays
- .3 On occasion, there may be urgent, problem-solving meetings.
  - .1 The Contractor must be available to attend such meetings on the Work site within four (4) business hours

### 2.3 ROLES AND RESPONSIBILITIES

#### 2.3.1 CONTRACTOR

- .1 The "Contractor's Team" must be eligible and registered to work in the province of Manitoba. The Contractor's Team is composed of the Contractor and designated employees along with Sub-Contractors and their designated employees.
- .2 The Contractor and Sub-Contractors must perform the Work to a professional standard as outlined in the SOA and SOA Call-Up.
- .3 During construction phases the Contractor shall:

- .1 Participate in construction meetings
- .2 Ensure sub-Contractors attend required meetings
- .3 Attend site inspection meetings

### **2.3.2 CSC REPRESENTATIVE**

- .1 The CSC Representative is responsible for communicating the interests of the CSC, in collaboration with the Client Representative.
  - .1 Unless directed otherwise, all communication with the CSC is through the Client Representative.
  - .2 See Part 2.2.1 above. The CSC Departmental Security Representative is responsible for the resolution of all security issues.
- .2 The CSC Representative is the Authority Having Jurisdiction regarding security interests of CSC. Communication between contractor and CSC Representative is to be facilitated by Client Representative.

## 3 REQUIRED SERVICES

### 3.1 SUMMARY OF CONSTRUCTION WORK

#### 3.1.1 PRE-CONSTRUCTION REPORT

- .1 Undertake a pre-construction report to determine the following:
  - .1 Material take-off
  - .2 Construction quote
    - .1 The construction quote is not to include Project Management fees, Consultant fees, Risk Allowance, Escalation or GST and is in 'Budget-Year (Current)' dollars.
    - .2 The construction quote is to include Labour, Material, Building Permit, Plant, Overhead and Profit.
  - .3 Construction Milestone Schedule (including Shop Drawing submissions and approval timelines).

#### 3.1.2 PERSONNEL

- .1 Upon award of a Standing Offer, the following must be submitted to the Client Representative prior to personnel working on-site:
  - .1 A copy of the "Contractor's City of Work License".
  - .2 Names of personnel performing work on-site.
  - .3 All licensing and certifications must be current throughout the entire term of this standing offer and subsequent Call-Ups.
- .2 Any on-site Apprentices assisting Trades people must be under the direct supervision of a licensed Journeyman.
- .3 The Client Representative may, at any time during the Standing Offer request to inspect or obtain a copy of each tradesperson's license / certificate.
- .4 At any time in the duration of this SOA, should the Contractor's staff be required to perform work that requires the following: Operation of Scissor Lifts, Scaffold Erection, Confined Space access, or Fall Protection, the Contractor's staff shall be trained and certified as required. Any training and associated cost will be the Contractor's responsibility. On-site personnel will be required to produce valid certifications upon request.

#### 3.1.3 CONSTRUCTION SERVICES

- .1 Contractor is to provide all plans, labour, equipment and material to complete assigned Work.
- .2 The services to be provided by the Contractor will be defined in the SOA Call-Up. Services may include, but shall not be limited to, the following:
  - .1 Obtain Building Permit(s) from the Local Authority having Jurisdiction using the documents provided in the SOA Call-Up;
  - .2 Prepare, review and submit for approval all required Shop Drawings;
  - .3 Prime Contractor duties, including responsibilities defined by the *Occupational Health and Safety Act*;
  - .4 Selective demolition, site preparation and waste removal as outlined in the SOA Call-Up;
  - .5 Ensure underground infrastructure including all utilities are located, identified, maintained safe and clear;
  - .6 Supply and install and or construct new or repair existing materials and infrastructures. Infrastructures includes the following:

- .1 Roads, parking lots and similar structures;
- .2 Traffic Signs;
- .3 Water Mains and related appurtenances;
- .4 Sanitary sewer and related appurtenances;
- .5 Storm drainage systems including pipes, Catch Basins, Manholes, ditches, swales, landscaping, grading etc.;
- .6 Gas lines;
- .7 Commissioning of built works including any testing requirements for leakage or otherwise.
- .7 Field Services and Quality Control Material testing of all construction work, including material testing report;
- .8 Repair all damaged works during the construction to original existing conditions;
- .9 Conduct all construction layout and as built topographic survey;
- .10 Prepare and submit As-Built AutoCAD drawings to the Client Representative upon completion of the Work;
- .11 Preparation and submission of maintenance manuals to the Client Representative upon completion of the Work;
- .12 Daily Site Clean-up;
- .13 Daily waste removal;
- .14 Other related duties as defined in the SOA Call-Up.

## 4 ANNEX

### 4.1 TYPICAL SECURITY RESTRICTIONS

#### 4.1.1 GENERAL

##### .1 PURPOSE

- .1 To ensure that both the Work and the Institutional operations may proceed without undue disruption or hindrance and that the security of the Institution is maintained at all times.

#### 4.1.2 DEFINITIONS

##### .1 "Contraband" means:

- .1 An intoxicant, including alcoholic beverages, drugs and narcotics
- .2 A weapon or a component thereof, ammunition for a weapon, and anything that is designed to kill, injure or disable a person, or that is altered so as to be capable of killing, injuring or disabling a person, when possessed without prior authorization
- .3 An explosive, or a bomb, or a component thereof
- .4 Currency over any applicable prescribed limit \$50.00
- .5 Any item not described in articles (1) to (4) that could jeopardize the security of a Penitentiary or the safety of persons, when that item is possessed without prior authorization
- .2 "Unauthorized Smoking and related Items" means all smoking items including, but not limited to, cigarettes, cigars, tobacco, chewing tobacco, cigarette making machines, matches and lighters, e-cigarettes, and vaping products.
- .3 "Commercial Vehicle" means any motor vehicle used for the shipment of material, equipment and tools required for the construction Work.
- .4 "CSC" means Correctional Service Canada.
- .5 "Director" means Director, Warden or Superintendent of the CSC Institution, as applicable.
- .6 "Construction employees" mean persons working for the general Contractor, the sub-Contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
- .7 "Perimeter" means the fenced or walled area of the Institution that restrains the movement of the inmates.
- .8 "Construction limits" means the area as shown on the contract drawings that the Contractor will be allowed to work. This area may or may not be isolated from the security area of the Institution. These are the immediate areas in and around the construction Work.

#### 4.1.3 PRELIMINARY PROCEEDINGS

- .1 Prior to the commencement of work, the Contractor will meet with Client Representative and CSC representatives to:
  - .1 Discuss the nature and extent of all activities involved in the Work
  - .2 Establish mutually acceptable security procedures in accordance with this instruction and the Institution's particular requirements
- .2 The Contractor will:
  - .1 Ensure that all construction employees are aware of the security requirements
  - .2 Ensure that a copy of the security requirements is always prominently on display at the job site

- .3 Cooperate with Institutional personnel in ensuring that security requirements are observed by all construction employees.

#### **4.1.4 CONSTRUCTION EMPLOYEES**

- .1 Entry to Institutional Property will be refused to any person there may be reason to believe may be a security risk.
- .2 Any person employed on the construction site will be subject to immediate removal from Institutional Property if they:
  - .1 Appear to be under the influence of alcohol, drugs or narcotics;
  - .2 Behave in an unusual or disorderly manner;
  - .3 Are in possession of contraband.

#### **4.1.5 VEHICLES**

- .1 All unattended vehicles on CSC property shall have windows closed, doors and trunks shall be locked and keys removed. The keys shall be securely in the possession of the owner or an employee of the company that owns the vehicle. The Institution requires lockable gas caps on all vehicles and motorized equipment used in the construction area.
- .2 The CSC Representative may limit at any time the number and type of vehicles allowed within the Institution.
- .3 Drivers of delivery vehicles for material required by the Work will not require security clearances but must remain with their vehicle the entire time that the vehicle is in the Institution. The CSC Representative may require that these vehicles be escorted by Institutional staff or Commissionaires while in the Institution.
- .4 If the CSC Representative permits trailers to be left inside the secure perimeter of the Institution, these trailer doors will be locked at all times. All windows will be securely locked when left unoccupied. All trailer windows shall be covered with expanded metal mesh. All storage trailers inside and outside the perimeter must be locked when not in use.

#### **4.1.6 PARKING**

- .1 The parking area(s) to be used by construction employees will be designated by the CSC Representative. Parking in other locations will be prohibited and vehicles may be subject to removal.

#### **4.1.7 SHIPMENTS**

- .1 All shipments of Work material, equipment and tools shall be addressed in the Contractor's name to avoid confusion with the Institution's own shipments. The Contractor must have his own employees on site to receive any deliveries or shipments. CSC staff will NOT accept receipt of deliveries or shipments of any material equipment or tools.

#### **4.1.8 TELEPHONES**

- .1 There will be no installation of telephones, Facsimile machines and computers with Internet connections permitted within the perimeter of the Institution unless prior approval of the CSC Representative is received.
- .2 The CSC Representative will ensure that approved telephones, facsimile machine and computers with Internet connections are located where they are not accessible to inmates. All computers will have an approved password protection that will stop an Internet connection to unauthorized personnel.
- .3 Wireless cellular and digital telephones, including but not limited to, devices for telephone messaging, pagers, BlackBerries, telephone used as two way radios, are not permitted within the perimeter of the Institution unless approved by the CSC

Representative. If wireless cellular telephones are permitted, the user will not permit their use by any inmate.

- .4 The CSC Representative may approve but limit the use of two way radios.

#### **4.1.9 WORK HOURS**

- .1 Work hours within the Institution are: Monday to Friday 0730 – 1630.
- .2 Work will not be permitted during weekends and statutory holidays without the permission of the CSC Representative. A minimum of seven days advance notice will be required to obtain the required permission. In case of emergencies or other special circumstances, this advance notice may be waived or period shortened by the CSC Representative.

#### **4.1.10 OVERTIME WORK**

- .1 No overtime work will be allowed without permission of the Client Representative. A minimum forty-eight (48) hours advance notice is required when overtime work on the construction Work is necessary after formally approved by the Client Representative. If overtime work is required because of an emergency, such as the completion of a concrete pour or work to make the construction site safe and secure, the Contractor will advise the Client Representative as soon as this condition is known and follow the directions given by the Client Representative.
- .2 When overtime work, weekend statutory holiday work is required and approved by the Client Representative, extra staff members may be posted by the CSC Representative or his designate, to maintain the security surveillance. The CSC Representative may post extra staff to monitor construction activities.

#### **4.1.11 TOOLS AND EQUIPMENT**

- .1 Maintain a complete list of all tools and equipment to be used during the construction Work. This inventory must be available for inspection when required. Tool lists are to include the following as well as any screw and/or drill bits and any disposable tool items such as disposable blades, etc.
  - .1 Restricted tools (tools requiring special permission to carry on to site):
    - .1 Explosive tools (Hilti-gun, etc.);
    - .2 Bolt cutters;
    - .3 Acids;
    - .4 Bottle jacks (hydraulic);
    - .5 Knives (other than approved hobby knives and cutlery);
    - .6 Scissors, tailors;
    - .7 Adjustable wrenches, 240mm long or more;
    - .8 Tin snips;
    - .9 Linesmen pliers;
    - .10 Metal cutting devices;
    - .11 Hacksaw blades, wrecking or cross bars;
    - .12 Files;
    - .13 Vice grip pliers with cutters in jaws;
    - .14 Picks;
    - .15 Portable, electrically driven power tools capable of cutting or drilling (skill saws, jigsaws and drill motors);
    - .16 Welding equipment (accessories locked up);
    - .17 Ropes, heavy cord;
    - .18 Axes;

- .19 Ladders;
- .20 Gasolines;
- .21 Coal oil, turpentine;
- .22 Lacquers and sealers;
- .23 Pure ammonia;
- .24 Pneumatic guns and staplers;
- .25 Propane cylinders.
- .2 Non-restricted tools:
  - .1 Includes tools which are used daily and are not usually expected to be used to effect an escape;
  - .2 Throughout the Work maintain up-to-date the list of tools and equipment specified above.
  - .3 Keep all tools and equipment under constant supervision, particularly power driven and cartridge-driven tools, cartridges, files, saw blades, rod saws, wire, rope, ladders and any sort of jacking device.
  - .4 Store all tools and equipment in approved secure locations.
  - .5 Lock all tool boxes when not in use. Keys are to remain in the possession of the employees of the Contractor.
  - .6 Scaffolding shall be secured and locked when not erected and when erected, will be secured in a manner agreed upon with the Institutional designate.
  - .7 All missing or lost tools or equipment shall be reported immediately to the CSC Representative.
  - .8 The CSC Representative will ensure that the security staff members carry out checks of the Contractor's tools and equipment against the list provided by the Contractor. These checks may be carried out at the following intervals:
    - .1 At the beginning and conclusion of every construction Work
    - .2 Weekly, when the construction Work extends longer than a one week period
    - .3 The Contractor may be subject to random checks by security staff to ensure proper storage and security of tools throughout the Work
  - .9 Certain tools/equipment such as cartridges and hacksaw blades are highly controlled items. The Contractor will be given at the beginning of the day, a quantity that will permit one day's work. Used blades/cartridges will be returned to the CSC Designated Representative (or delegated alternate) at the end of each day.
  - .10 If propane or natural gas is used for heating the construction, the Institution will require that an employee of the Contractor supervise the construction site during non-working hours.

#### **4.1.12 KEYS**

- .1 If the Work involves Security Hardware, the direction regarding keying and cylinders will be provided to the Contractor by the CSC Representative.
- .2 All keys are to be provided to the CSC Representative.

#### **4.1.13 SECURITY HARDWARE**

- .1 Turn over all removed security hardware to the CSC Representative.

#### **4.1.14 PRESCRIPTION DRUGS**

- .1 Employees of the Contractor who are required to take prescription drugs during the workday shall obtain approval of the CSC Representative to bring a maximum of one day supply into the Institution.

#### **4.1.15 SMOKING RESTRICTIONS**

- .1 Contractors and construction employees are not permitted to smoke nor possess unauthorized smoking items within the perimeter of a correctional facility.
- .2 Contractors and construction employees who are in violation of this policy will be requested to immediately cease smoking or dispose of any unauthorized smoking items and, if they persist, will be directed to leave the Institution.
- .3 Smoking is only permitted outside the perimeter of a correctional facility in an area designated by the CSC Representative.

#### **4.1.16 CONTRABAND**

- .1 Weapons, ammunition, explosives, alcoholic beverages, drugs and narcotics are prohibited on Institutional property.
- .2 The discovery of contraband on the construction site and the identification of the person(s) responsible for the contraband shall be reported immediately to the CSC Representative.
- .3 Contractors must be vigilant with both their staff and the staff of their Sub-Contractors and suppliers. The discovery of contraband may result in cancellation of the security clearance of the affected employee. Serious infractions may result in the removal of the company from the Institution for the duration of the construction.
- .4 Presence of arms and ammunition in vehicles of Contractors, Sub-Contractors and suppliers or employees of these will result in the immediate cancellation of security clearances for the driver of the vehicle.

#### **4.1.17 SEARCHES**

- .1 All vehicles and persons entering Institutional property may be subject to search.
- .2 When the Director suspects, on reasonable grounds, that an employee of the Contractor is in possession of contraband or unauthorized items, he may order that person to be searched.
- .3 All employees entering the Institution may be subject to screening of personal effects for traces of contraband drug residue.

#### **4.1.18 ACCESS TO AND FROM INSTITUTIONAL PROPERTY**

- .1 Construction personnel and commercial vehicles will not be admitted to the Institution after normal working hours unless approved by the CSC Representative.

#### **4.1.19 MOVEMENT OF VEHICLES**

- .1 Escorted commercial vehicles will be allowed to enter or leave the Institution through the vehicle access gate during the following hours:
  - .1 0730 to 1630 (or within hours of work approved by the CSC Representative)
- .2 The Contractor shall advise the Client Representative and CSC Representative twenty four (24) hours in advance of the arrival on the site of heavy equipment such as concrete trucks, cranes, etc.
- .3 Vehicles being loaded with soil or other debris, or any vehicle considered impossible to search must be under continuous supervision by CSC staff or Commissionaires working under the authority of the CSC Representative.
- .4 Commercial vehicles will only be allowed access to Institutional property when their contents are certified by the Contractor or his representative as being strictly necessary to the execution of the construction Work.
- .5 Vehicles shall be refused access to Institutional property if, in the opinion of the CSC Representative, they contain any article that may jeopardize the security of the Institution.

- .6 Private vehicles of construction employees will not be allowed within the security wall or fence of medium or maximum security Institutions.
- .7 With prior approval of the CSC Representative, a vehicle may be used in the morning and evening to transport a group of employees to/from the work site. This vehicle will not remain within the Institution the remainder of the day.
- .8 With the approval of the CSC Representative, equipment may be permitted to remain on the construction site overnight or over the weekend. This equipment must be securely locked, with the battery removed. The CSC Representative may require that the equipment be secured with a chain and padlock to another solid object. Final procedures will be determined with the approval.

#### **4.1.20 MOVEMENT OF CONSTRUCTION EMPLOYEES ON INSTITUTIONAL PROPERTY**

- .1 Subject to the requirements of good security, the CSC Representative will permit the Contractor and his employees as much freedom of action and movement as is possible.
- .2 However, notwithstanding paragraph above, the CSC Representative may:
  - .1 Prohibit or restrict access to any part of the Institution
  - .2 Require that in certain areas of the Institution, either during the entire construction Work or at certain intervals, construction employees only be allowed access when accompanied by a member of the CSC security staff
- .3 During the lunch and coffee/health breaks, all employees will remain within the construction site. Employees are not permitted to eat in the officer's lounge and dining room.

#### **4.1.21 SURVEILLANCE AND INSPECTION**

- .1 Construction activities and all related movement of personnel and vehicles will be subject to surveillance and inspection by CSC security staff members to ensure that established security requirements are met.
- .2 CSC staff members will ensure that an understanding of the need to carry out surveillance and inspections, as specified above, is established among construction employees and maintained throughout the construction Work.

#### **4.1.22 STOPPAGE OF WORK**

- .1 The CSC Representative may request at any time that the Contractor, his employees, sub-Contractors and their employees not enter or leave the work site immediately due to a security situation occurring within the Institution. The Contractor's site supervisor shall note the name of the staff member making the request and the time of the request and obey the order as quickly as possible. The Contractor shall advise the Client Representative within 24 hours of this delay to the progress of the work.

#### **4.1.23 CONTACTS WITH INMATES**

- .1 Unless specifically authorized, it is forbidden to come into contact with inmates, to talk with them, to receive objects from them or to give them objects. Any employee doing any of the above will be removed from the site and his security clearance revoked.
- .2 It is forbidden to take pictures of inmates, of CSC staff members or of any part of the Institution other than those required as part of this contract.

#### **4.1.24 COMPLETION OF CONSTRUCTION WORK**

- .1 Upon completion of the construction Work or, when applicable, the takeover of a facility, the Contractor shall remove all remaining construction material, tools and

equipment that are not specified to remain in the Institution as part of the construction.