

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 LaurierSt./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,
East Tower 4th Floor
L'Esplanade Laurier,
Tour est 4e étage
140 O'Connor, Street
Ottawa
Ontario
K1A 0R5

| | |
|---|---|
| Title - Sujet Maintenance Services | |
| Solicitation No. - N° de l'invitation W3717-21MJ03/A | Date 2019-12-19 |
| Client Reference No. - N° de référence du client HAVES01 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$FK-304-78251 |
| File No. - N° de dossier fk304.W3717-21MJ03 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-03 | Time Zone Fuseau horaire Eastern Standard Time EST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Dallaire, Maxime | Buyer Id - Id de l'acheteur fk304 |
| Telephone No. - N° de téléphone (613)296-1437 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|---|-------------|
| Vendor/Firm Name and Address | |
| Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| | |
| Telephone No. - N° de téléphone | |
| Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) | |
| Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

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W3717-21MJ03

Amd. No. - N° de la modif.
File No. - N° du dossier
W3717-21MJ03

Buyer ID - Id de l'acheteur
FK304
CCC No./N° CCC - FMS No./N° VME

Request for Standing Offers Template (RFSO)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into nine 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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | Standing Offer Clauses: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| Part 8 | Resulting Contract Clauses: , includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |
| Part 9 | Performance evaluation: Indicates how the evaluation of the Contractor during and upon completion of the services will be conducted. |

Annex A STATEMENT OF WORK

Annex B BASIS OF PAYMENT,

Annex C INSURANCE REQUIREMENTS

Annex D QUARTERLY USAGE REPORT.

1.2 Summary

- 1.2.1** This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit PWGSC to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by Identified User on behalf of Canada during a specified period of time. A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User within the period specified in the call-up.
- 1.2.2** Canada intends to put in place Standing Offers with the two highest ranking Offerors for the total estimated value of \$ 1 200 000.00 Applicable Taxes excluded.
- 1.2.3** The Canadian Forces Housing Agency (CFHA) mandate is to manage Crown-controlled residential accommodation and to develop and implement plans to meet the future residential needs of members of the CF and generally improve their quality of life. The Canadian Forces Housing Agency (CFHA) requires a Contractor to provide a cost effective maintenance and minor improvement service for the Crown owned portfolio. The service aims to ensure the comfort, health and safety of its occupants. Additionally, from time to time, CFHA carries out minor or major improvements to its dwellings including alterations, replacements and upgrading programs.
- 1.2.4** There are two (2) trades that require response 24 hours per day, 365 days per year. These 2 trades are: heating and air conditioning, plumbing. Offerors that apply for any of these five trades do so under the understanding that they will be required to provide tradespersons, equipment and materials for emergency repairs at any hour of any day. Work under these trades may require a response time within 1 hour in accordance with clause 4 of Annex A, Statement of work.
- 1.2.5** The following is a list of the number of CFHA residential housing units by CFHA Housing Services Centre (HSC).

| Site | Province | Residential Housing Unit Type | | | | Total Units |
|------------|----------|-------------------------------|-----------|---------------------|--------------|-------------|
| | | Apartment | Row Units | Semi-Detached Units | Single Units | |
| | | Units | | | | |
| Bagotville | QC | 6 | 132 | 128 | 93 | 359 |
| Borden | ON | | 12 | 480 | 171 | 663 |
| Cold Lake | AB | 18 | | 472 | 213 | 703 |
| Comox | BC | 8 | 81 | 110 | 52 | 251 |
| Dundurn | SK | | | 4 | 24 | 28 |
| Edmonton | AB | | | 301 | 203 | 504 |
| Esquimalt | BC | | 95 | 337 | 276 | 708 |
| Gagetown | NB | | 464 | 264 | 707 | 1435 |
| Gander | NL | | 6 | 16 | 48 | 70 |
| Goose Bay | NL | | 88 | 108 | 35 | 231 |
| Greenwood | NS | | 94 | 175 | 297 | 566 |
| Halifax | NS | 158 | 14 | 116 | 197 | 485 |

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W3717-21MJ03

Buyer ID - Id de l'acheteur
FK304
CCC No./N° CCC - FMS No./N° VME

| | | | | | | |
|------------|----|-----|-----|-----|-----|-------------|
| Kingston | ON | 144 | 12 | 176 | 139 | 471 |
| Montreal | QC | | | 96 | 94 | 190 |
| Moose Jaw | SK | 6 | 37 | 119 | 12 | 174 |
| North Bay | ON | | 16 | 130 | 36 | 182 |
| Ottawa | ON | | 10 | 72 | 63 | 145 |
| Petawawa | ON | 192 | 710 | 331 | 406 | 1639 |
| Shilo | MB | 30 | 116 | 288 | 203 | 637 |
| Suffield | AB | | | 2 | 173 | 175 |
| Trenton | ON | | | 240 | 308 | 548 |
| Valcartier | QC | 107 | 333 | 161 | 110 | 711 |
| Wainwright | AB | | 120 | 60 | 5 | 185 |
| Winnipeg | MB | | 95 | 202 | 212 | 509 |

- 1.2.6** The period of the Standing Offer shall be 2 years plus two (2) additional 1 year optional periods.
- 1.2.7** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 -Standing Offer.
- 1.2.8** 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.
- 1.2.9** The Phased Bid Compliance Process applies to this requirement.

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.

1.4 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.

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) (<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.

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

Delete: 60 days
Insert: 180 days

Section 18 of [2006](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
Delete: In its entirety
Insert:

Section 18 (2012-03-02) Conflict of interest—unfair advantage

1. A. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
 - c. if:
 - (i) an employee of the Department of National Defence or a member of the Canadian Forces is the Offeror;
 - (ii) the Offeror is a partnership and at least one partner is an employee of the Department of National Defence or a member of the Canadian Forces;
 - (iii) the Offeror is a corporation (other than a corporation publically traded on a recognized stock exchange) part of the Offeror as and at least one shareholder is an employee of the Department of National Defence or a member of the Canadian Forces; or
 - (iv) the Offeror is a joint venture and at least one member of the joint venture is:
 1. an employee of the Department of National Defence or a member of the Canadian Forces;
 2. a partnership and at least one partner is an employee of the Department of National Defence or a member of the Canadian Forces; or

3. a corporation (other than a corporation publically traded on a recognized stock exchange) and at least one shareholder is an employee of the Department of National Defence or a member of the Canadian Forces; and
such employee or member, as the case may be, is determined by Canada to have failed to meet the requirements of the [Code of Conduct for Procurement](#) and/or [DAOD 7021-1, Conflict of Interest](#) because of being the Offeror or part of the Offeror as outline above.
- B. If any of the situations described in subsection 1(c)(i), (ii), (iii) or (iv) are applicable to the Offeror, the Offeror shall provide Canada with written notice of the same, together with the name and address of such employee/member, in their submission.
2. The experience acquired by an offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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 National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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.

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 Optional Offerors' Conference

Offerors' teleconference will be held on January 15th 2020 at 9:00 am EST and a second one at 1:00 pm EST in English also on January 16th 2020 at 1:00 pm EST in French, please confirm to only one of the 3 meetings. The scope of the requirement outlined in the Request for Standing Offer will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer connects to this teleconference.

Offerors are requested to communicate with the Standing Offer Authority by e-mail before the conference to confirm attendance. Offerors should provide, in writing, to the Standing Offer Authority, the name(s) of the person(s) who will be attending no later than January 13th 2020 at 10:00 am EST. When confirmed, the Standing Offer Authority will provide you with a teleconference number.

Any clarifications or changes to the bid solicitation resulting from the Bidders' conference will be included as an amendment to the Request for Standing Offer. Offerors who do not attend will not be precluded from submitting an offer.

2.5 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7) 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.

2.6 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 Ontario.

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.

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: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

- 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: Technical Offer (three (3) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (one (1) hard 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 I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

3.1.1. Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their offer, offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the offeror to enter into communications with Canada with regards to their offer, and any contract that may result from their offer;
4. for Part 2, article 3, Former Public Servant, of the Request for Standing Offer: the required answer to each question; and, if the answer is yes, the required information;

**ATTACHMENT 1 TO PART 3
PRICING SCHEDULE**

1. Bidders must submit the financial offer in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be excluded.
2. The price expressed as an offer percentage shall include labour, time, travel, material, plant, fuel, overhead, wastage and profit.
3. The hourly rates are not used in the calculations to select the successful offerors (financial evaluation). They are generally used for work not described in the Schedule of Unit Rates (SUR).
4. Offerors shall determine a percentage offer (change) to apply to the Schedule of Unit Rates specified in Appendices 5. Annex A Statement of Work by comparing the Schedule of Unit Rates with their own prices.
5. The percentage(s) quoted will apply to Responsive Maintenance, Planned Maintenance and Minor Improvements work where the call ups are raised using the Schedule(s) of Unit Rates
6. The Schedule of Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, quoted on the pricing schedule shall remain firm for a period of two years after establishment of the SO.
7. Offerors shall complete the Table A below by inserting a plus, or par or minus percentage (one per trade only), as indicated below:
 - a. For each trade(s) only one percentage is to be quoted and is to be inserted as their Percentage Offer in Table A. The percentage quoted (Percentage Offer) should be quoted to two decimal places.
 - b. The unit rates indicated in the Schedule of Unit Rates include labour, time, travel, material, plant, fuel, overhead, wastage and profit. Offerors should analyze the Schedule of Unit Rates in detail to ensure that their Percentage Offer will result in a fair profit margin. Offerors must allow for any increases in costs (including labour, material, transportation, fuel and plant) over the duration of the SO when they prepare their Percentage Offer.
8. Offerors should analyze their offers in detail to ensure that their quoted percentage(s) and hourly rate(s) will result in a fair profit margin. Offerors must allow for any increases in costs (including material, transportation and plant) over the duration of the SO when they prepare their offer.
9. Offerors are to note that the offer is to be based on the single or combined trades that are identified in Annex A Statement of Work. The Schedules of Unit Rates (SUR) for each RFSO, are contained within Appendix 5 Schedule of Unit Rates. The work of trade(s) is contained in Annex A Statement of Work, Appendix 6 Schedule of Unit Rates Specification. Offerors are to further note that the title page of each trade specific Specification includes the trade title and the SUR code prefix in parenthesis below the trade title. Offerors are required to coordinate the applicable information provided in both the SUR Specification(s) and the SUR code table(s) in order to formulate their offer. An example of this is Carpentry (CP) means that the CP prefixed codes in the SUR are the codes that are to be considered when submitting a percentage Offer on Carpentry Pricing Schedule.

EXAMPLES

Offer minus 5.16% (i.e. 5.16% below the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

| TRADE | PERCENTAGE OFFER |
|-----------|------------------|
| Carpentry | - 5.16 % |

Offer 0.00% (i.e. no change from the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

| TRADE | PERCENTAGE OFFER |
|-----------|------------------|
| Carpentry | 0.00 % |

Offer plus 10.25% (i.e. 10.25% above the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

| TRADE | PERCENTAGE OFFER |
|-----------|------------------|
| Carpentry | + 10.25 % |

10. Offerors shall complete Table B below by inserting the requested all-inclusive fixed hourly rate (in Can \$). Failure to provide the Journeyman rate or to enter « Not Applicable (N/A) » or to enter a \$0.00 rate will render the Offer non responsive.

TABLE A: PERCENTAGE OFFER

| | TRADES | PERCENTAGE OFFER |
|----|-----------------------------------|------------------|
| 1. | Heating and Air Conditioning (HA) | |
| 2. | Plumbing (PL) | |
| | TOTAL EVALUATED PRICE | |

TABLES B: HOURLY RATE

| | TRADES | JOURNEYMEN HOURLY RATES |
|----|-----------------------------------|-------------------------|
| 1. | Heating and Air Conditioning (HA) | \$ |
| 2. | Plumbing (PL) | \$ |

11. The price adjustment will be made in accordance with the percentage change in the Bank of Canada CORE Consumer Price Index (CPI). The Schedule of Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, will be adjusted at the two-year anniversary of the start date of the SO by calculating the percentage change in the CPI between the January 2020 and January 2022.

Example:

The SO is established in Jan 2020. The two-year anniversary is Jan 2022.

The CPI for Jan 2020 is 125. The CPI for Jan 2022 is 130.

The rate adjustment is calculated as follows: $[(130/125) \times 100] - 100 = 4\%$

The adjustment would be applied to the Jan 2016 rates. The adjusted rates would apply for the period of Jan 2022 to Jan 2023.

12. The Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, will then be adjusted annually thereafter on the anniversary of the establishment of the SO by calculating the percentage change in the CPI over each twelve-month period.
13. There will be no retroactive rate adjustments. The CPI used for calculation will not be seasonally adjusted.
14. Percentages in Table A will not be adjusted.

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.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

-
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.2.2 Joint Venture Experience

- a) Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: An offeror is a joint venture consisting of members L and O. A request for standing offer requires that the offeror demonstrate experience providing maintenance and help desk

services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the offeror has previously done the work. This offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is offering.

- b) A joint venture offeror may rely on the experience of one of its members to meet any given technical criterion of this request for standing offer.

Example: An offeror is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the offeror have 3 years of experience providing maintenance service, and (b) that the offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this request for standing offer. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the offeror is requested to indicate which joint venture member satisfies the requirement. If the offeror has not identified which joint venture member satisfies the requirement, the Standing Offer Authority will provide an opportunity to the offeror to submit this information during the evaluation period. If the offeror does not submit this information within the period set by the Standing Offer Authority, its offer will be declared non-responsive.

Example: An offeror is a joint venture consisting of members A and B. If a request for standing offer requires that the offeror demonstrate experience providing resources for a minimum number of 100 billable days, the offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any offeror with questions regarding the way in which a joint venture offer will be evaluated should raise such questions through the Enquiries process as early as possible during the request for standing offer period.

4.1.2.3 Reference Checks:

Reference checks for the purpose of this evaluation are used to verify and validate the offeror's response. In the event of contradiction between the information provided by the reference and the one provided by the offeror, the information provided by the reference will be retained for evaluation purposes. If the information provided by the offeror cannot be verified or validated, the information will not be evaluated and the offer will receive a score of zero OR not met the criteria in question. Crown references will be accepted.

4.1.3 Financial Evaluation

4.1.3.1 The evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The evaluated price is the sum of all Percentage Offers.

4.1.3.2 Where a quoted hourly rate is found to be significantly lower or higher than the average quoted hourly rate for a given trade at a given location, PSPC reserves the right to negotiate the hourly rate with the Offeror prior to SO award. Once SO is awarded, the price shall remain firm for a period of the SO.

4.2 Basis of Selection - Mandatory Technical Criteria Only

4.2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The selection shall be based on the sum of the Percentage Offers for all the trades. The two (2) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer.

**ATTACHMENT 1 TO PART 4
TECHNICAL CRITERIA**

Mandatory Technical Criteria

1. The Offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.
2. Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

| | Area of assessment | Mandatory Requirement | Method of Compliance | Pass/Fails criteria |
|-----|--|---|---|--|
| MT1 | Organizational experience in the related field | <p>The Offeror must have organizational experience managing a minimum of two maintenance and support services contracts for a residential portfolio with a minimum duration of 2 years carried out within the last 10 years, comparable in size* and scope** to the requirement defined in the SOW.</p> <p>* Comparable size is defined as 75% of the number of assets under the management comparable to the size of the requirement specified in para 1.2.1 of Annex A Statement of Work</p> <p>**Comparable scope is defined as providing general contractor services to facilitate the delivery of services of 3 or more trades listed in Annex A Statement of Work, paragraph 3 for a residential housing portfolio.</p> <p>The Offeror must demonstrate the firm's ability to work with multiple crews and/or tradespeople working simultaneously at multiple work locations.</p> | <p>A description of the two maintenance and support services contracts carried out within the last 10 years:</p> <p>For each contract the description to include the following elements:</p> <ol style="list-style-type: none">1. Duration of the contracts (start and end date);2. The annual and total value of the contract;3. Client (name, description);4. Size of the portfolio under management;5. Types of properties under management (e.g. residential housing units, condominium complexes, etc.);6. Location of the work;7. Trades under management used to facilitate work;8. Type of work performed. | <p>Description addressing all elements and meeting the definition of the size and scope.</p> |
| MT2 | References (please refer to para 3 for | The offeror must provide a minimum of 2 client contact references. The client reference must include contact | The offeror must provide a minimum of 2 client contact references by completing the Reference Contact Form | Minimum passing mark is 56 points (maximum is 80) |

| | | | | |
|-----|---------------------------------|---|---|--|
| | Reference Check Procedures) | <p>name and contact information, start and end date of the services and the description of the project/contract.</p> <p>The client contact reference must confirm that the offeror has experience in the general contractor services for the residential portfolio with a minimum duration of 2 years carried out within the last 10 years, comparable in size*, scope** to the requirement defined in the SOW.</p> <p>* Comparable size is defined as 75% of the number of assets under the management comparable to the size of the requirement specified in para 1.2.1 of Annex A Statement of Work</p> <p>**Comparable scope is defined as providing general contractor services to facilitate the delivery of services of 3 or more trades listed in Annex A Statement of Work, paragraph 3 for a residential housing portfolio.</p> | <p>below.</p> <p>Offers where no client contact references can be contacted and/or experience cannot be confirmed will be non-responsive.</p> <p>Canada will contact each reference by email as per the process described in para 3. Reference will provide a response by completing the Reference Questionnaire.</p> <p>The evaluation will be in the following areas:</p> <ol style="list-style-type: none"> 1. Contract administration 2. Quality of workmanship 3. Timeliness 4. Health and safety <p>A weighting factor of 20 points will be assigned to each of the four area as follows:</p> <ol style="list-style-type: none"> a. unacceptable: 0 to 5 points b. not satisfactory: 6 to 10 points c. satisfactory: 11 to 16 points d. superior: 17 to 20 points | |
| MT3 | Ability to meet response times. | The Offeror must have the ability to meet the response times as per Section 4 of Annex A Statement of Work. | <p>In 4 pages or less, the Offeror must describe how they will meet the response times as per Section 4 of Annex A Statement of Work.</p> <p>The narrative shall reasonably demonstrate how the contractor will respond to the following requirements:</p> <ol style="list-style-type: none"> 1. Plan for meeting EAHRS as specified in para 4.2 of the SOW; 2. Plan for meeting priority 1 and 2 requirements; | Description reasonably demonstrating the Offeror's ability to meet the response times. |

| | | | | |
|-----|---------------------|---|--|--|
| | | | <p>3. Plan for meeting Priority 3 requirements.</p> <p>All plans shall at a minimum address availability, resourcing, mobilization, and communication approaches.</p> | |
| MT4 | Qualified workforce | <p>The Offeror must be able to provide qualified workers for each trade specified in para 3.1.1 of Annex A SOW.</p> <p>No Subcontractor who holds a restricted license under any provincial legislation can be included by the Offeror in its list.</p> | <p>The Offeror shall provide a list of a minimum of one resource to perform work for each trade specified in para 3.1.1 of Annex A SOW. The list may include Subcontractors.</p> <p>1. The list shall specify the names of individuals intended for the performance of the work and, as applicable, the firms they are employed by.</p> <p>Where compulsory by the provincial legislation, the bidder must provide proof of trade certification and/or licence; and/or registration certificates for each proposed resource.</p> | |

3. REFERENCE CONTACT FORM

| | |
|---|----------------|
| MAIN REFERENCE #1: This is the principal reference for this mandatory criteria. | |
| Name of client organization or Company and their address | Name: _____ |
| | Address: _____ |
| Name and title of client contact | Name: _____ |
| | Title: _____ |

Solicitation No. - N° de l'invitation

W3717-21MJ03

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

W3717-21MJ03

Amd. No. - N° de la modif.

File No. - N° du dossier

W3717-21MJ03

Buyer ID - Id de l'acheteur

FK304

CCC No./N° CCC - FMS No./N° VME

| | |
|---|--|
| Telephone and e-mail address of client contact | Phone No.: _____ Email Address: _____ |
| Performance period of the project or contract (indicate year, month, day) | From: _____ (year/month/day) To: _____ (year/month/day) |

MAIN REFERENCE #2. This is the principal reference for this mandatory criteria.

| | |
|---|--|
| Name of client organization or Company and their address | Name: _____ Address: _____ |
| Name and title of client contact | Name: _____ Title: _____ |
| Telephone and e-mail address of client contact | Phone No.: _____ Email Address: _____ |
| Performance period of the project or contract (indicate year, month, day) | From: _____ (year/month/day) To: _____ (year/month/day) |

ALTERNATE REFERENCE. Only if the main reference above cannot be reached, the alternate reference below will be contacted. A maximum of 1 alternate reference will be contacted. See below for more details.

| | |
|--|--|
| Name of client organization or Company and their address | Name: _____ Address: _____ |
| Name and title of client contact | Name: _____ Title: _____ |
| Telephone and e-mail address of client contact | Phone No.: _____ Email Address: _____ |

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W3717-21MJ03
Client Ref. No. - N° de réf. du client
W3717-21MJ03

Amd. No. - N° de la modif.

File No. - N° du dossier
W3717-21MJ03

Buyer ID - Id de l'acheteur
FK304
CCC No./N° CCC - FMS No./N° VME

| | |
|--|--|
| Performance period of the project or contract (indicate year, month, day) | From: _____ (year/month/day) To: _____ (year/month/day) |
| Name and title of client contact who can confirm the information presented in the bid. | Name: _____ Title: _____ |
| Telephone and e-mail address of client contact | Phone No.: _____ Email Address: _____ |

4. Reference Check Procedures

- a. Canada will contact each main reference by email and will allocate a maximum of 2 working days for the main reference to acknowledge by e-mail Canadas' request for reference. Once the acknowledgment is received, Canada will allocate a maximum of 5 working days from the date of the acknowledgement for the main reference to provide the completed questionnaire. Within this period of 5 working days, Canada will issue 1 email reminder to complete the questionnaire.
- b. Canada will contact the alternate reference ONLY if the main reference(s) does not acknowledge the initial request within the 2 working day.
- c. If the main reference provides a response (regardless of whether the response confirms the offeror's experience or not), the alternate reference will not be contacted.
- d. If the alternate reference does not provide a response during the time period provided, the reference will be considered non-responsive.
- e. If there is a mistake or typo in the email address and/or phone number of any reference contact information, the Standing Offer Authority will not contact the offeror to provide new contact information. It is the responsibility of the offeror to ensure the contact information for the main and the alternate references are accurate, and that they are made aware that Canada will be contacting them for reference checks.
- f. Canada will perform reference checks in accordance with the above-noted procedures and will not contact or follow-up with the offeror for any reason at any point in the process.

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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.3.1 Status and Availability of Resources

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

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

5.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

PART 7 - STANDING OFFER CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.1.2 The Standing Offer Authority and the Offeror may, by an agreement in writing, add or delete items from the Schedule of unit rate (SUR) and / or Basis of Payment.

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.

Section 06 (2014-09-25) Withdrawal of [2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services is deleted and replaced with the following:

1. In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.
2. Pursuant to item 1 the Contractor that voluntarily withdraws from the SO will not be allowed to resubmit interest on the same SO for the duration of that SO.

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 D entitled "Quarterly Usage Report". 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 _____ to _____.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Maxime Dallaire
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting Directorate
Telephone: 613-296-1437
E-mail address: maxime.dallaire@tpsgc-pwgsc.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:

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Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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: _____
Address: _____

Telephone: ____ - ____ - ____
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 Canadian Forces Housing Agency.

7.8 Call-up Procedures

7.8.1 Services will be called-up as follows:

- a) The Identified User will establish the scope of services to be performed.

The *Call-ups* will be issued such that the highest ranked Offeror will perform the majority of the work. Canada may offer work to other than the highest ranked Offeror when, in the opinion of Canada, scheduling of work and / or, *Offeror* availability and / or, *Offeror workload* would dictate such distribution.

7.8.2 Any proposed changes to the scope of work are to be discussed with the Identified User but any resulting changes can only be authorized by an amendment issued by the Identified User or the Contracting Authority.

7.8.3 The Offeror will be authorized in writing by the Identified User or the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

7.8.4 If an Offeror finds that the volume of work received on the SO exceeds his/her company's capability, the Offeror is to immediately notify the Identified User so as to accommodate work distribution to other offerors with Standing Offers. Such arrangement may be temporary or for the duration of the SO as agreed upon between Canada and all Offeror involved.

7.8.5 Where multiple Standing Offers were put in place and where work is distributed on a pre-established proportional basis, Canada reserves the right to adjust the proportions (percentages) where:

7.8.5.1 An Offeror has made a request subject to paragraph 7.8.4, or

7.8.5.2 An Offeror withdraws from the SO, or

7.8.5.3 An Offeror is removed from the SO.

7.8.5.4 Such adjustment may be temporary or for the duration of the SO.

7.9 Call-up Instrument

7.9.1 The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 7.9.2 and 7.9.3 below with the exception of work related to the emergency after hours as per SOW Para 4.3

7.9.2 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.

7.9.3 An equivalent form or electronic call-up document (Work Order, equivalent of a call up) 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.

7.10 No Implied Obligations

7.10.1 Canada's obligations shall be limited to those noted in writing in the Call-up.

7.10.2 The Call-up supersedes all communications, negotiations and agreements, either written or oral, relating to the Work that was made prior to the date of the Call-up.

7.11 Limitation of Call-ups

- 7.11.1** Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).
- 7.11.2** The Identified User will issue individual call-ups against the Standing Offer up to \$400,000.00 (Applicable Taxes, Fees and related disbursements included). The PSPC Contracting Authority may issue call-ups above \$400,000.00 and less than \$1,000,000.00. 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) the general conditions 2035 (2018-06-21), Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Quarterly Usage Report;
- i) the Offeror's offer dated _____ (insert date of offer),

7.13 Certifications and Additional Information

7.13.1 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.

7.13.1.1

The Offeror shall comply with all codes, laws and regulatory provisions that are applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning environmental protection, occupational health & safety and labour conditions, and shall require compliance therewith by all of its Subcontractors.

7.13.1.2

Unless otherwise indicated in a Call-up, the Offeror shall obtain all permits and hold all certificates and licenses for the performance of the Work.

7.13.1.3

Where the Offeror makes application to subcontract part of the Works, and Provincial Legislation requires that a Person be licensed to carry out that part of the Work, the Offeror shall produce evidence that the proposed Subcontractor and/or his/her trades people to be assigned to that part of the Work are so registered or licensed.

7.13.1.4

From time to time, the Identified User may request that the Offeror provide evidence that it complies with all applicable, codes, laws and regulatory provisions and that it holds all required permits, certificates and licenses. Such evidence shall be provided within the time set in the request or as otherwise stipulated in the Call-up.

7.14 SACC Manual Clauses

7.14.1 Status of Availability of Resources - Standing Offer

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

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

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 -----.

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.

7.17 Programmed work

- 7.17.1** The CFHA reserves the right to consolidate work items from the Schedules of Unit Rates into projects and have this work tendered separately by federal government contracting agencies or departments such as Defence Construction Canada (DCC) or Public Works and Government Services Canada (PWGSC). Offerors who have a SO may choose to bid on these projects.
- 7.17.2** Notwithstanding any list of Subcontractors which the Offeror may be required to submit as part of the offer, the Offeror shall, within 48 hours of receipt of a written request from CFHA, submit the names of Subcontractors and suppliers for the part or parts of the Work listed in the said request.

7.18 Insurance Requirements

- 7.18.1** The Offeror must comply with the insurance requirements specified in Annex "C". The Offeror must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Contract.
- 7.18.2** The Offeror 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.
- 7.18.3** The Offeror must forward to the Standing Offer Authority within ten (10) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based offerors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

PART 8 - 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.

8.1 Statement of Work

8.1.1 The Contractor must perform the Work described in the call-up against the Standing Offer in accordance with Annex A Statement of Work.

8.1.2 Obvious Work

The Contractor shall carry out all Work, which obviously forms part of the Works even though not specifically listed or detailed in the Call-up and/or Specifications. All measurements for costing of Work where not given in detail by the Canada's Representative shall be based on dimensions taken on site. Exact locations of all works shall, where possible, be indicated by the Canada's Representative in the Call-up and/or the Specification.

8.1.3 Additional Work

8.1.3.1 No additional work is authorized and can be started without the prior written approval of the Technical Authority. The Contractor must not perform work in excess of or outside the scope of the Call Up based on verbal or other written requests or instructions.

8.1.3.2 The Technical Authority may approve the additional work directly related to the original Work.

8.1.3.3 Technical Authority's approval must be presented to the Contractor in the form of either:

- a. E-mail "Authorization For Additional Work". The contractor shall acknowledge the receipt of the e-mail. Where CFHA uses e-mail Authorization to authorize additional work, CFHA will issue the subsequent call-up amendment.
- b. An Instruction to Contractor (ITC) document (form DND 2796), provided by the Technical Authority either in person, by fax or by e-mail. Where CFHA uses ITC to authorize additional work, CFHA will issue the subsequent call-up amendment.
- c. Amended Call up (provided in person, by fax or by e-mail).

8.1.4 Mandatory Response Time

The Contractor must meet the response times as per Section 4 of Annex A Statement of Work.

8.2 Standard Clauses and Conditions

8.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 (2008-12-12) Interest on Overdue Accounts, of 2035 (2018-06-21), will not apply to payments made by credit cards.

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8.2.2 Workers' Compensation

8.2.2.1 Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.

8.2.2.2 At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

8.3 Authorities

8.3.1 Contracting Authority (only if applicable as per clause 7.11 Limitation of Call-ups)

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

8.3.2 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

8.4 Term of Contract

8.4.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to _____ inclusive (*fill in end date of the period*).

8.5 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.

8.6 Payment

8.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price *as specified in Annex B Basis of Payment for a cost of \$ _____ insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

8.6.2 Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates as Specified in Annex B, Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

8.6.3 Other Direct Expenses – Hot Work Permit Fees

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work as described in Section 13.2.1.4 of the statement of work at Annex A. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

8.6.4 Limitation of expenditure

Canada's total liability to the Contractor under the Contract must not exceed the value of the call up.

8.6.4.1 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

8.6.4.2 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

8.6.5 Call-up Price

8.6.5.1 The Contractor shall be paid in accordance with the Contractor's Offered rates or in accordance with the terms as set out in the RFSO Documents.

8.6.5.2 Where items covered under the Schedule of unit rates (SUR) are commonly available only in pre-set quantities or measurements, the Contractor is to ensure that wastage / off- cuts are included in their offered rates. All items / materials are to be installed in the largest quantity / pieces practicable and as per common trade practice.

8.6.5.3 Unforeseen items of work arising during the term of the SO which are not in the Schedule of Unit Rates shall be done by hourly rates plus the applicable laid-down cost of Materials with a 10% mark-up (applied to the Material only). Laid-down cost is defined as: The cost incurred by a Contractor to acquire a specific product from a supplier for resale to Canada. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the applicable taxes. Mark-up is defined as: The difference between the Contractors' laid-down cost for a product and its resale price to Canada exclusive of the applicable taxes Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.

8.6.5.4 Where items are only available in pre-set quantities or measurements, the Contractor will be paid the laid-down cost with a 10% mark-up of the Material used only. Example: Pipe comes in 12-foot length and Contractor uses only 6 feet. Contractor would get paid half of the laid-down cost of a 12-foot length. Supplier's invoice shall be presented upon request to the Canada's Representative.

8.6.5.5 If the Materials being used for time and Material Call-ups are minor in nature (shop stock) then the Contractor identifies his cost to supply. If an invoice is not available because the Contractor purchased the Material in the past and has been keeping it as a stock item, then the current local purchase price for the item would be acceptable. Supplier invoice will normally not be required for "shop stock" items such as nails, small quantities of lumber, glue, solder, touch up paint, plumbing washers, gaskets, etc.

8.6.5.6 Subject to 8.6.5.1 the Contractor shall be paid for each Call-up a minimum of eighty dollars (\$80), or the actual invoice amount if it exceeds the minimum amount. This will be applied automatically by CFHA to the Call-up value at the time of issue. Should a change in the scope of the Call-up cause the value of the Work to exceed the minimum amount then the Contractor shall be paid for the final value of the Call-up.

8.6.5.7 For Work performed under 8.6.5.3, the Contractor shall be paid a per Call-up minimum as described in 8.6.5.6 or, the actual invoice amount based on actual time and material used, or one (1) hour at the applicable hourly rate, whichever is the greater. This amount is to be paid only in connection with Work issued under 8.6.5.3 and is to be applied once only, per Call-up.

8.6.6 Payment for After Hours Work and Priority 1 Work (as per SOW, section 4)

8.6.6.1 Where the Contractor is expressly directed to carry out emergency work outside the normal working day (ref. Annex A, Statement of Work, Para 4.2), then payment shall be made at the after-hours hourly rates multiplied by the number of hours worked. The after-hours hourly rates will be calculated at 1.5 times the regular hourly rate indicated on the Offer Form. Hours worked

is defined as actual time worked including time spent on telephone communications and coordination with the CFHA EAHRS Centre and/or an occupant. The contractor will be reimbursed at the regular hourly rate for the total travel time (the sum of To and From the Contractor's business address), rounded up to the next hour to a maximum of 2 hours. Materials used will be paid at a laid down cost plus a 10% mark-up.

8.6.6.2 Where the Contractor begins work on a Priority 1 Call Up within the normal work day and continues until after 5pm, he will be paid the value of the SUR code(s) (if applicable) plus their % Offer, plus the time spent after 5pm at the after-hours hourly rate. Hours worked is defined as actual time worked. The contractor will be reimbursed at the regular hourly rate for the total travel time (the sum of To and From the Contractor's business address), rounded up to the next hour to a maximum of 2 hours. Materials used will be paid at a laid down cost plus a 10% mark-up.

8.6.6.3 Materials will be supplied FOB Destination including all delivery charges.

8.6.7 Methods of Payment

8.6.9.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

8.6.8 SACC Manual Clauses

The following clauses apply to and form part of the Contract:

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
A9116C (2007-11-30), T1204 Information Reporting by Contractor
C0705C (2010-01-11), Discretionary Audit, apply to and form part of the Contract
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor), apply to and form part of the Contract
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor), apply to and form part of the Contract.

8.6.9 Invoicing Instructions

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

8.6.9.2 The Contractor must submit the invoice within 90 calendar days following the completion of the work.

8.6.9.3 Each invoice must include:

1. Invoice date and number;
2. PSPC Standing Offer number;
3. GST / HST / QST (as applicable) registration number;

8.6.9.4 Each invoice must be supported by:

1. A copy of latest amendment of the Call-up. Only one Call-up can be submitted on the same invoice.
2. Costs of labour and material where applicable;
3. A copy of receipt for material to support the material claimed where applicable;
4. A copy of time sheets to support the time claimed where applicable;
5. A copy of the release document and any other documents as specified in the Contract;

8.6.9.5 Invoices for Work completed after regular hours shall be submitted as follows:

8.6.9.5.1 The Contractor shall submit an invoice in the form shown below for each after hours call out no later than 90 calendar days following the call out. Invoices shall relate to one individual call out and shall cover the whole of the work.

Sample Invoice for After Hours Emergency Work

1. Work completed – Provide details
2. Hours Worked x Normal Hours Hourly Rate
3. Hours Worked x After Hours Hourly Rate
4. Materials Used (See example below) (Provide receipts)

| Item | Unit Price | Quantity | Sub-Total | Mark-up | Total |
|---------------|------------|----------|-----------|---------|---------|
| Pipe fittings | \$5.00 | 2 | \$10.00 | \$1.00 | \$11.00 |

8.6.9.6 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.

8.7 Examination of Work

8.7.1 If, at any time after the commencement of the Work but prior to the expiry of the warranty or guarantee period, the Canada's Representative has reason to believe that the Work or any part thereof has not been performed in accordance with the Call-up, the Canada's Representative may have that Work examined by an expert of his choice.

8.7.2 If, as a result of an examination of the Work referred to in Clause 8.7.1 it is established that the Work was not performed in accordance with the Call-up, then, in addition to and without limiting or otherwise affecting any of Canada's rights and remedies under the SO either at law or in equity, the Contractor shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having that examination performed. The Contractor, at the direction of the Technical Authority, may/may not be permitted to complete the Work.

8.8 Dispute resolution

8.8.1 All disputes or differences arising out of the Call-ups shall be dealt with in the following manner:

8.8.1.1 Initially the Contractor and the Technical Authority shall engage in negotiations with intent to produce a negotiated resolution.

8.8.1.2 In the event that negotiations fail between the Contractor and the Technical Authority, then the dispute shall be referred to PSPC.

8.8.1.3 In the event that negotiations fail between the Contractor and PSPC, then the dispute shall be referred to mediation.

8.8.1.4 In the event that such mediations fail, then the dispute insofar as it pertains to practical items such as the quantity or quality of Work, the value of Work and the like, shall be referred to binding arbitration. PSPC will appoint an independent arbitrator that is acceptable to both the Contractor and PSPC.

8.8.1.5 If either PSPC or the Contractor fails to agree on the arbitrator proposed by PSPC, then PSPC shall request that the Provincial Arbitration Institute appoint an appropriately qualified independent arbitrator. A determination in any such arbitration shall be final and binding on both PSPC and the Contractor. All costs associated with the arbitration process, except those incurred by PSPC and the Contractor on their own behalf, shall be borne equally by PSPC and the Contractor.

8.8.1.6 Otherwise the parties shall be at liberty to pursue conventional legal remedies, although PSPC records its preference for arbitration of disputes as an alternative to litigation.

8.9 Cellular Phones and/or Pagers

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone including the voice messaging capability and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

8.10 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

8.11 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Technical Authority.

The Contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

PART 9 PERFORMANCE EVALUATION: CONTRACT

9.1 The performance of the Contractor during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:

- 9.1.1 Quality of workmanship
- 9.1.2 Time
- 9.1.3 Project management
- 9.1.4 Contract management
- 9.1.5 Health and safety

9.2 A weighting factor of 20 points will be assigned to each of the five criteria as follows:

- a. unacceptable: 0 to 5 points
- b. not satisfactory: 6 to 10 points
- c. satisfactory: 11 to 16 points
- d. superior: 17 to 20 points

9.3 The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

9.4 The consequences resulting from the performance evaluation may be as follows:

- 9.4.1 Warning
- 9.4.2 Suspension

Solicitation No. - N° de l'invitation

W3717-21MJ03

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

W3717-21MJ03

Amd. No. - N° de la modif.

File No. - N° du dossier

W3717-21MJ03

Buyer ID - Id de l'acheteur

FK304

CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
STATEMENT OF WORK

(See attached)

ANNEX A

STATEMENT OF WORK

CANADIAN FORCES HOUSING AGENCY

Housing Services Centre Moose Jaw

EFFECTIVE PERIOD: 1 APRIL 2020 – 31 MARCH 2025

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CANADIAN FORCES HOUSING AGENCY

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1. Introduction

1. Aim

- .1 The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by the Department of National Defence (DND), the Canadian Forces Housing Agency (CFHA) for the supply of services to meet the requirements for the residential housing repairs and maintenance.
- .2 CFHA, as a customer oriented organization striving for excellence, requires that its staff and contractors understand and comply with its philosophies regarding customer service.
- .3 Through contractors, the CFHA aims to provide a cost effective maintenance and minor improvement service for the Canada owned portfolio. The service aims to ensure the comfort, health and safety of its occupants. Additionally, from time to time, CFHA carries out minor or major improvements to its dwellings including alterations, replacements and upgrading programs.
- .4 It is the CFHA's policy to ensure that the work carried out to its properties is of a high standard of workmanship and that only appropriate good quality materials are utilized.
- .5 In order to protect the comfort, health and safety of its occupants, the CFHA has specified certain standards within which it is expected that maintenance and minor improvements work will be done. All contractors engaged by the CFHA shall fulfil their obligations in respect of these standards and all work must be carried out as expeditiously as possible.
- .6 The CFHA, recognizing the importance of contractors as the primary contact with their customer families, has prepared a paper titled Customer Care Requirements. The Contractor and their sub-contractors must follow these requirements when dealing with the occupants. These requirements form part of the SOW documents and can be found under Appendix 2 - Customer Care Requirements.

2. Background

- .1 CFHA mandate is to manage Canada-controlled residential accommodation for DND, to ensure assets are maintained to a suitable standard and to develop and implement plans to meet the future residential needs of member of the CAF.
- .2 The majority of CFHA RHUs were constructed in the mid to late 1950s. Since then, there have been a variety of both minor and major improvements to RHUs.
- .3 CFHA's portfolio density is comprised of one and two-storey single units, semi-detached units, and row houses. Some locations also have low-rise apartment buildings. Most RHUs have been constructed using conventional stick frame, and

apartments are either constructed of concrete or conventional stick frame. Refer to site specific breakdowns below.

- .4 While the majority of RHUs are of 1950s construction, Contractors should expect to conduct maintenance and repairs on RHUs of varying age, construction methodology and condition.

3. HSC Portfolio Overview

- .1 CFHA requires a Contractor to provide a cost effective maintenance and minor improvement service for the Canada owned portfolio at the following location:

| Site | Province | Residential Housing Unit Type | | | | Total Units |
|-----------|----------|-------------------------------|-----------|---------------------|--------------|-------------|
| | | Apartment | Row Units | Semi-Detached Units | Single Units | |
| | | Units | | | | |
| Moose Jaw | SK | 6 | 37 | 119 | 12 | 174 |

2. Applicable Documents

1. Documents

- .1 The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of work, then the contents of this statement of work shall take precedence.

- .1 Appendix 1 Glossary of Terms
- .2 Appendix 2 Customer Care Requirements
- .3 Appendix 3 Safety Requirements
- .4 Appendix 4 Waste Reporting Form
- .5 Schedule of Unit Rates
- .6 Schedule of Unit Rates Specification

| | | |
|--------------|--------------------------------------|-----------------------------------|
| Appendix 6.1 | Schedule of Unit Rates Specification | Heating and Air Conditioning (HA) |
| Appendix 6.2 | Schedule of Unit Rates Specification | Plumbing (PL) |

.7 Maintenance Inspection Checklists

| | | |
|--------------|----------------------------------|--|
| Appendix 7.1 | Maintenance Inspection Checklist | Aboveground Heating Oil Storage Tank (AST) |
| Appendix 7.2 | Maintenance Inspection Checklist | Air Conditioner |
| Appendix 7.3 | Maintenance Inspection Checklist | Air Exchanger |
| Appendix 7.4 | Maintenance Inspection Checklist | Back Water Valve |

| | | |
|---------------|----------------------------------|------------------------------------|
| Appendix 7.5 | Maintenance Inspection Checklist | Boiler |
| Appendix 7.6 | Maintenance Inspection Checklist | Chimney Factory |
| Appendix 7.7 | Maintenance Inspection Checklist | Chimney Masonry |
| Appendix 7.8 | Maintenance Inspection Checklist | Fireplace Gas |
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| Appendix 7.10 | Maintenance Inspection Checklist | Flow Through Sprinkler System |
| Appendix 7.11 | Maintenance Inspection Checklist | Furnace Electric |
| Appendix 7.12 | Maintenance Inspection Checklist | Furnace Gas |
| Appendix 7.13 | Maintenance Inspection Checklist | Furnace Oil |
| Appendix 7.14 | Maintenance Inspection Checklist | Heat Pump Air to Air |
| Appendix 7.15 | Maintenance Inspection Checklist | Hot Water Tank Electric |
| Appendix 7.16 | Maintenance Inspection Checklist | Hot Water Tank Gas |
| Appendix 7.17 | Maintenance Inspection Checklist | Hot Water Tank Oil |
| Appendix 7.18 | Maintenance Inspection Checklist | Smoke and Carbon Monoxide Detector |
| Appendix 7.19 | Maintenance Inspection Checklist | Sump Pump |
| Appendix 7.20 | Maintenance Inspection Checklist | Water Heater On Demand Electric |
| Appendix 7.21 | Maintenance Inspection Checklist | Water Heater On Demand Gas |

3. Requirement

1. Scope of Work

- .1 Work under this Standing Offer (SO) includes the provision of skilled (licensed where applicable) labour, tools, equipment, supervision, time and material for Heating and Air Conditioning (HA), Plumbing (PL), general trade services in Moose Jaw.
- .2 Services are to be provided on an “as and when requested basis” in accordance with call up and the Statement of Work.
- .3 Contractors are to expect work that is of varied scope and size. It is typical for a contractor to be called out to respond to minor maintenance issues, replacement work as well as preparing RHUs for occupants.
- .4 The scope of work in each call up will be identified through the Schedule of Unit Rates as listed in Appendixes 5.X and supported by Appendix 6X Schedule of Unit Rates Specification and the Statement of Work.
- .5 If the work cannot be identified through the Schedule of Unit Rates, CFHA can authorize work by providing the general work description. **Hourly rates will apply as per Annex B, Basis of Payment, of the Standing Offer.**

4. Time Frames For Completion Of The Work

1. Working Hours

- .1 Work under the Call-Up shall normally be executed within the hours of 8 a.m. to 5 p.m. Monday to Friday (excluding statutory holidays and/or provincial/territorial holidays), except designated emergency Work, which is defined in [para 4.1.2](#). Where the Contractor voluntarily elects to Work outside the specified hours, he shall first obtain the approval of the Technical Authority, and the consent of any occupants or neighbours (as may be appropriate), and shall conduct such Work in a manner that causes a minimum of inconvenience to such occupants and/or neighbours.
- .2 The following are considered Statutory Holidays for the purposes of this Standing Offer:
 - .1 New Year's Day – January 1
 - .2 Good Friday
 - .3 Easter Monday
 - .4 Victoria Day – First Monday preceding May 25
 - .5 Quebec National Holiday – June 24 (Province of Quebec only)
 - .6 Canada Day – July 1
 - .7 Civic Holiday (first Monday of August in British Columbia, New Brunswick, Northwest Territories, Nunavut, and Saskatchewan, Alberta, Manitoba, Ontario, Nova Scotia, Prince Edward Island)
 - .8 Labour Day – First Monday in September
 - .9 Thanksgiving Day – Second Monday in October
 - .10 Remembrance Day – November 11
 - .11 Christmas Day – December 25
 - .12 Boxing Day – December 26

2. Response times

- .1 Each Call-up will indicate the completion time. The Contractor must be on site fully prepared to undertake the work and /or working within the priority response time allocated for each item of work specified in the Call-up unless otherwise agreed to in writing:
 - .1 Priority 1 Respond within 1 hour
 - .2 Priority 2 Respond within 24 consecutive hours

- .3 Priority 3 Respond within 7 calendar days
 - .4 Priority 4 Respond within 14 calendar days
 - .5 Priority 5 Respond within 28 calendar days
 - .6 Priority 6 Respond as specified on the Call-up.
- .2 Where the Call-up prescribes a time frame or time frames within which the Contractor is required to complete the Works or any part or parts thereof; or where the Call-up is expressed to operate for a fixed term, then time is of the essence.
- .3 If, after receiving a Call-up, the Contractor finds reason or cause that would preclude him from meeting the prescribed time frame(s), he shall immediately advise the Technical authority. Technical authority may then adjust the time frame(s) or, at their sole discretion, re-assign the Call-up.
- .4 Urgent/Emergency Work and Emergency After Hours Response Service (EAHRS)
- .1 Urgent or Emergency work undertaken during regular working hours will be identified as Priority 1 Work. Where emergency work is undertaken during normal working hours, the Schedules of Unit Rates or price quotations that may be specified in the Annex B, Basis of Payment will apply.
 - .2 Urgent or Emergency work that was started during normal hours and that is required by the Technical authority to continue beyond normal hours, as defined in section 4.1.1, will be treated as after-hours work. The work performed beyond normal hours will be compensated at the after-hours hourly rate.
 - .3 Urgent or Emergency work excludes work done by choice of the Contractor outside normal working hours.
 - .4 There are five (5) trades that require Emergency After Hours Response Service (EAHRS) work, which requires response 24 hours per day, 365 days per year. These 5 trades are: carpentry, roofing, heating and air conditioning, electrical, plumbing. Offerors that apply for any of these five trades do so under the understanding that they will be required to provide tradespersons, equipment and materials for emergency repairs at any hour of any day. Contractors in the nominated trade categories, identified above, shall maintain a continuous emergency service capable of 24/7 response for the full duration of the SO, including all statutory and/or provincial/territorial holidays and/or construction holiday periods. Additionally, Contractors shall register with the Technical authority full details of all acceptable means of emergency communication.

- .5 EAHRS shall be provided within one hour of notification of a requirement. For EAHRS work, the work should be made safe or serviceable at the after-hours hourly rate plus the cost of materials which will be paid at invoiced cost with a mark-up of 10%. Any follow up work required shall be completed during normal hours using the Schedule of Unit Rates or hourly rates where work is not covered by the Schedule of Unit Rates. NOTE: Where the work is too extensive the contractor is to call the EAHRS Call Centre for further direction.
- .6 An EAHRS response consists of rendering the situation safe, secure and/or healthy as well as performing work required to avoid significant loss or damage to property (for example, burst water pipes, loss of heat, etc.). NOTE: Where the work is too extensive the contractor is to call the EAHRS Call Centre for further direction.
- .7 Process for EAHRS call-up:
 - (a) CFHA EAHRS Call Centre will make 3 attempts to communicate with the contractor by telephone. In the event that there is no response from the contractor within 20 minutes of the first attempt, CFHA reserves the right to contract with another contractor. Failure to respond will be accounted for during the performance evaluation process as per Part 8 of the Request for Standing Offer (RFSO).
 - (b) Upon the contractor receiving the notification of an emergency, within 10 minutes the contractor shall contact the occupant/customer to obtain further details on the emergency, and if possible fix or render the situation safe while on the telephone with the occupant.
 - (c) If the communication with the occupant is not possible the contractor is to communicate with the CFHA EAHRS Call Centre on how the contractor should proceed.
 - (d) Contractors shall always advise the CFHA EAHRS Call Centre if a visit to the site is not required. In these cases, the EAHRS Call Centre will advise on how the Contractor should proceed.
 - (e) The next business day following the completion of the emergency work, the CFHA will issue the confirmation call up for the emergency work performed. The CFHA reserves the right to confirm the actual time worked.

5. Business Registration And Trade Licenses Requirement

- .1 Where legislation of the Province in which the site of the Work is located requires that a contractor or their resources be registered or licensed to carry out any of the Work described in the RFSO documents, the Contractor shall, within 48 hours

- of their receipt of a notice in writing from the Technical authority, produce evidence that they and/or their resources are so registered or licensed.
- .2 Where the contractor intends to subcontract part of the Work, and Provincial Legislation requires that a person be licensed to carry out that part of the Work, the contractor shall, within 48 hours of their receipt of a notice in writing from the Canada, produce evidence that the proposed subcontractor and/or their trades people to be assigned to that part of the Work are so registered or licensed and carry all required insurance (i.e. Workplace Safety and Insurance Board (WSIB)).
 - .3 In the province of Quebec, contractors must also submit their license from the Régie du Bâtiment du Québec (RBQ) for work that is covered under the Quebec Building Act.

6. Access To Work Site

- .1 Where work is to be performed on an occupied RHU, the Contractor shall be responsible for making arrangements at a mutually convenient time with occupants of dwellings owned and/or managed by CFHA for access or entry to premises to carry out Work required under each Call-up. The Contractor shall not at any time enter a residence without the occupant (or a representative of the occupant) present. If an occupant is absent, the Contractor shall leave a card notifying the occupant of his visit and request advice from the occupant as to when access can be obtained to the premises to carry out the Work required. Should the occupant not attend a second appointment, the Contractor is to immediately notify the Technical authority who will make a third appointment for access to carry out the Work.
- .2 If the work identified on the Call-up cannot be performed due to non-access to premises after a third attempt by the Contractor to gain access, the Technical authority shall negotiate the amount of any payment to be made for that Call-up.
- .3 Where access to a premise is to be disturbed due to progress of the Work, twenty-four (24) hours written notice shall be given to the occupant giving specific details of the disturbance and the proposed duration. Pedestrian access must be maintained where required and as directed.
- .4 Where there is a requirement for the Contractor, his employees or agents to obtain an entry permit to a particular secure area the Contractor shall, as early as practical, before any person is required to enter the site for any purposes in connection with the Call-up, furnish to the Technical authority a document setting out in respect of the Contractor, his employees or agents their names, residential addresses and dates and places of birth.
- .5 All persons desiring to enter the site shall comply with all local Base/Wing regulations and requirements relating to the issue of an entry permit and with all conditions relating to entry to the site.

1. Interpretation of Drawings

- .1 The Contractor shall check all relevant dimensions on site before proceeding with the Works.
- .2 The layout of Plant and equipment as shown on the drawings shall be taken as diagrammatic only. The Contractor shall be responsible to obtain all measurements and other information required to carry out the Works. The Contractor shall not be entitled to any extra cost resulting from his/her failure to obtain measurements and other information on the site.

7. Trade and Brand Names

- .1 When trade or proprietary names, brands, catalogue or reference numbers are referred to in the Specification, they are intended to set a minimum standard and preference for any particular materials or equipment is not intended or implied. A Contractor may offer material or equipment of similar characteristics or type, quality, appearance, finish, method of construction and performance.
- .2 When “standard of acceptance” and/or, “acceptable products” are referred to in the Specification, the product(s) named are to be the product(s) used. The process of reviewing alternative product(s) is to be as follows:
 - .1 The Technical authority issues a Call-up to the Contractor where products are required as specified in the documents.
 - .2 The Contractor may submit a request to the Technical authority at the time of receiving the Call-up to review alternative product(s) to the one(s) specified as standard of acceptance or acceptable product. The request must demonstrate through product literature and a sample of the product(s) that the product(s) are of equal quality to the product(s) specified.
 - .3 The Contractor shall obtain prior written approval of all items to be used in the Work, where the items have not been specified or differ from those specified.
 - .4 The Technical authority shall review the requested alternative product(s), approve or reject the product(s), and advise the Contractor in writing of the approval or rejection.
- .3 CFHA reserves the right to accept or reject any requests for alternative product(s).
- .4 All materials used on site shall be new and of first grade quality as regards design, manufacture and operation under all conditions of service. Materials used shall be approved and suitable for use under all on-site conditions and shall be installed in accordance with manufacturers' instructions.

8. Salvaged Materials

- .1 The Technical authority reserves the right to inspect any part or parts replaced under the terms of a Call-up.
- .2 If the Technical authority, after inspecting the goods, so orders in writing the inspected goods shall be removed from the site and disposed of by the Contractor. Proceeds of the disposal of any goods by the Contractor with the written permission of the Technical authority shall become the property of the Contractor.

9. Site Amenities

- .1 Where Work is to be carried out to unoccupied premises, the existing water, sanitary and other facilities in the unoccupied premises may be used by the Contractor and his personnel upon receipt of written approval from the Technical authority. The Contractor is to ensure that his employees understand any restrictions imposed by the Technical authority, in relation to the use of such facilities.
- .2 Where the facilities are not used properly, the right conferred by this clause may be withdrawn, in which case the Contractor shall provide and maintain in a sanitary condition all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the site and remove them on completion of the Work.
- .3 In occupied premises the Contractor shall be responsible for providing all statutory and necessary amenities and sanitary facilities unless prior arrangements are made with the occupant. Note that occupant approval is not guaranteed and if so granted can be withdrawn anytime by the occupant. Refer to Appendix 2 - Customer Care Requirements for specific instructions and precautions to be observed while providing services in occupied premises.

10. Existing Services

- .1 The Contractor shall notify the Technical authority of any connection, disconnection, interference or other modification required with or to existing services.
- .2 The Contractor shall, before Work commences, liaise with the Technical authority regarding the location of existing services. The Contractor will be responsible for locating all existing services.
- .3 The Contractor shall immediately notify the Technical authority in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewerage, telephone, fire alarm, control cable or other services in the area. The Contractor shall render any assistance required in connection with any such incident, but otherwise work in that vicinity shall be stopped immediately and not be restarted until instructed by the Technical authority.

- .4 Where the service is indicated on the drawings and/or in the specification, or is evident on the site or has been pointed out by the service provider or Technical authority, the Contractor shall assume responsibility over all damages and shall be liable for the cost of any necessary repairs. For additional information relating to utility interruptions, refer to clause 11.0
- .5 Where the Contractor encounters any services, details of which are not given on the drawings and/or in the specification and which are not evident on the site or which have not been pointed out to him, and has carried out his operations with reasonable care, the cost of reinstatement, diversion or other associated work shall be paid to the Contractor as an extra to the Call-up. The Contractor is to advise the Technical authority and obtain concurrence before proceeding with any reinstatement work.

11. Utility Interruptions

- .1 The Contractor shall notify the Technical authority in writing prior to any proposed interruptions or switching off of utility (e.g. water, electricity, gas supply), stating the date and the expected duration of the shutdown. No utility shall be switched off before prior written approval has been given by the Technical authority except where safety would otherwise be at risk. The Contractor shall be responsible for any loss or damage to property or goods caused by unauthorized interruptions to utility supply.
- .2 The Contractor shall provide temporary heat and power as required to allow the RHU occupants to operate essential equipment. Power shall also be provided to deep freeze and refrigeration units during extended power outages. Light shall be provided during the hours of darkness.

12. Site Protection

1. General:

- .1 The Contractor shall guard or otherwise protect the Work and its site, and protect the Call-up, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Technical authority to the Contractor, against loss or damage from any cause, and the Contractor shall not use, issue, disclose or dispose of them without the written consent of Technical authority, except as may be essential for the performance of the Work.

2. Responsibility and Protection of Vegetation, Furniture, Fitments and Buildings

- .1 The Contractor shall allow for such bending over, staking, covering or other protection of vegetation as may be necessary for both the avoidance of damage, and to enable vegetation to be left in a similar condition as it was when the Work commenced.

- .2 The Contractor shall take all possible care to protect internal furnishings and fitments of buildings. Clean drop sheets shall be used for covering furniture and carpets, and those sheets shall be laundered or replaced as may be necessary before and during the Work.
- .3 The Contractor shall not move furniture for the performance of the Work. Should the area be not ready for the work, the Contractor is to advise Technical authority.
- .4 The Contractor shall be liable for any breakages and damage to Canada property which may take place during the course of the Work and which are directly attributable to any action or lack of appropriate action by the Contractor.

3. Preservation of Trees and Shrubs

- .1 The Contractor shall not destroy, remove or clear any trees or shrubs from any lands used or occupied by the Contractor in the execution of the Works without the prior approval of the Technical authority. Under normal working conditions on any sites where trees, shrubs, lawns or gardens are affected by the Works, the Contractor shall give notice to the Technical authority.

4. Protection against Dust, Debris, Water, etc.

- .1 The Contractor shall arrange the execution of the Work so as to minimize nuisance to the occupants. The occupants and contents are to be protected against unreasonable amounts of dust, dirt, noise or other nuisance. Installed equipment shall be protected against damage by dust, dirt, shock or other cause, and appropriate measures are to be taken to afford such protection. Dust screens and watering shall be used to reduce dust.

5. Soil Conservation

- .1 The Contractor shall take such steps as are necessary to prevent the erosion of any lands used or occupied by the Contractor in the execution of the Works.

6. Noise Control

- .1 The Contractor shall take all practicable precautions to minimize noise arising out of or resulting from any activity associated with the Work. All construction equipment shall be fitted with noise suppressors unless specially designed for quiet operation.

7. Site Control

- .1 Except as otherwise provided in the Call-up, delivery of Materials to the site, space for storage of such Materials and for building sheds, offices, workshops and other temporary structures shall be allowed only in accordance with arrangements entered into between the Contractor and the Technical authority and subject to such conditions as are determined by the Technical authority.

- .2 No new roads or tracks shall be formed, no existing roads shall be altered, camps erected, trees or shrubs removed, fences, water, sewerage or power lines cut or any other thing done that may affect the environment to a significant extent without the prior approval of the Technical authority.
- .3 Contractor's employees or any individual associated with the Contractor shall park their vehicles in areas approved by the Technical authority. Parking on the roads and/or driveways shall be the norm where permitted by local by-laws. No parking on lawn areas is permitted. Refer to clause 8 herein and to Appendix 2 – Customer Care Requirements clause 7.1.6.
- .4 No fires shall be lit on the site.

8. Trucking

- .1 No motor vehicles shall leave the site laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the materials.
- .2 The Contractor shall ensure that the wheels, tracks and body of all construction plant leaving the site are free of mud.

9. Site Restoration

- .1 The Contractor shall keep the site of the Works and areas adjacent to the site in as good a state of repair as they were when he commenced the Work.
- .2 Any and all disturbance to grass areas shall be kept to a minimum. All disturbed grass areas shall be returned to as close as is reasonably possible to their original condition. This shall include grass areas being raked to a neat and tidy condition to remove any material that has been placed upon them.
- .3 While any portion of the Works is in progress, all restoration of the site shall be carried out concurrent with the progress of that portion of the Works. Restoration of driveways and road pavements shall be completed at intervals of not greater than one (1) week.

10. Cleaning Up

- .1 While any portion of the Works is in progress the Contractor shall, on a daily basis, remove from the site all rubbish, debris and waste resulting from the activities.
- .2 Upon completion of the Works the Contractor shall leave the site in a thoroughly clean condition.
- .3 All refuse arising from the execution of Work (including food scraps and the like) shall be removed from Canada property at the cost to the Contractor.

13. Occupational Health & Safety

1. General

- .1 All Contractors are to adhere to applicable provincial regulations and related precautions associated with hazardous materials and health and safety and Appendix 3 - Safety Requirements.
- .2 All Contractors working on, or in federally owned or leased premises / property, acknowledge and accept responsibility for compliance with the applicable health and safety requirements and industry standards. Delays due to safety concerns or issues may result in actions taken by the Canada for non-compliance under 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services and 2035 (2018-06-21) General Conditions - Higher Complexity - Services. All Contractors shall also follow all local (Base or Wing) health and safety policies and procedures.
- .3 The Canada may stop the Work if, in its opinion, the Work is not being performed safely by the Contractor or the Work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
- .4 In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the Work being done, the more stringent provisions shall apply.

2. Basic Requirements

- .1 Following the reporting of a hazard, the Canada shall:
 - .1 Make direct arrangements with the Contractor to effect the necessary changes to ensure the health and safety of those exposed, or to protect property.
 - .2 Where resolution of the situation is not achieved to the satisfaction of Canada, the provincial, territorial and federal enforcement authorities having jurisdiction may be involved in order to resolve the issue.
 - .3 All Contractors, at the discretion of the Canada shall attend / conduct sessions or meetings for the purpose of informing all concerned of health and safety hazards at the work site.
 - .4 If the Work involves the generation of sparks, or production of heat by the Contractor in carrying out the Work, the Contractor shall obtain a Hot Work Permit from the Authority Having Jurisdiction at the site. Any fee associated with the Hot Work Permit will be reimbursed "at cost" without mark-up to the Contractor by the Canada as per Annex B, Basis of Payment.

3. Prohibited Activities

- .1 Smoking will not be permitted in any of the buildings.
- .2 The Contractor shall not, at any time, use or cause to be used any explosives without the approval of the Technical authority and shall ensure that proper precautions and proper care are taken in respect of such explosives or equipment.
- .3 The Contractor shall not stockpile materials, tools or equipment in or on any DND premises without prior written permission from the Technical authority.

4. Hazardous substances

- .1 As part of the Work, the Contractor is advised that hazardous materials may be encountered. Refer to Appendix 3 - Safety Requirements and Appendix 1 - Glossary of Terms for additional information. Hazardous waste must be tracked and reported as per Appendix 4 - Waste Reporting Form.

5. Other Precautions in Carrying Out Work

- .1 Unless otherwise specified in the Call-up, the Contractor shall observe, in the absence of any statutory requirement to the contrary, the relevant current standard published by the Canadian Standards Association (CSA) relating to storage, transport, use of materials, explosives, fire precautions in arc or flame cutting, flame heating and arc or gas welding operations, plant and equipment, work processes and safety precautions.

14. Environmental Management

1. Spills

- .1 The Contractor shall take every precaution to ensure that a Spill does not occur;
- .2 In the event that the Contractor causes an intentional or unintentional Spill, the Contractor must stop work and immediately notify the Technical authority and other authorities having jurisdiction; and
- .3 Take all reasonable steps to minimize the environmental damage, which may be caused by the Spill.

2. Disposal of Designated Waste and Refuse

- .1 Disposal of specially designated waste (i.e., hazardous waste) is provincially regulated and therefore shall be carried out in accordance with the applicable provincial acts and regulations dealing with the classification, documentation, packaging, and disposal of such waste. Transportation of specially designated waste shall be carried out in compliance with the Federal Transportation of Dangerous Goods Act and/or provincial equivalents. Hazardous waste must be tracked and reported in Appendix 4 - Waste Reporting Form.

3. Contaminated Site Conditions

- .1 For the purposes of this clause, a contaminated site condition exists when local soil and/or groundwater media is impacted by a substance that occurs at concentrations above background levels and pose, or is likely to pose, an immediate or long-term hazard to human health or the environment; or exceed levels specified in policies and regulations. The definition is not intended to include sites that are only covered by inert debris or are simply aesthetically unpleasant. Similarly, heat, sound, and vibration are excluded as contaminants within the scope of the above definition.
- .2 If the Contractor encounters any latent or previously unidentified/undocumented contaminated site condition, either by olfactory or visual evidence, the Contractor shall observe the requirements described in Section 13 above.
- .3 Upon review of qualifications, additional services may be requested in support of the cleanup of contaminated site conditions. The Work shall be completed in accordance with all relevant federal, provincial, territorial and municipal statutes and other Authorities Having Jurisdiction.
- .4 The Canada may at any time, and at his sole discretion, enlist the services of experts and specialty Contractors to assist in determining the existence of, and the extent and treatment of the contaminated site condition, and the Contractor shall, to the satisfaction of the Canada, allow them access and cooperate with them in the carrying out of their duties and obligations.

4. Environmental Reporting

- .1 CFHA uses the Appendix 4 - Waste Reporting Form to collect data from Contractors who complete work that has an impact on CFHA's construction waste, hazardous waste and hazardous material inventory tracking. Where applicable, the Technical authority shall identify the relevant sections of the form for the Work assigned and the Contractor shall complete the form accordingly. The Contractor shall record accurate information to the best of their ability.

15. Signage/Public Statement

- .1 The Contractor shall not, without the prior written approval of the Canada, erect or permit the erection of any sign or advertisement on the site or issue any public statement as to the subject matter of the Work or anything arising under the SO.

16. Cooperation With Other Contractors

- .1 Where, in the opinion of the Technical authority, it is necessary that other Contractors or workers with or without Plant and Material be sent onto the Work or its site, the Contractor shall, to the satisfaction of the Technical authority, allow them access and cooperate with them in the carrying out of their duties and obligation.

17. Coordination Of Trades

- .1 At the discretion of the Technical authority the Contractor may be required to coordinate trade work outside of their SO for the successful completion of the Work.
- .2 The Contractor will be communicated the requirement for coordination during the Call-up using the Coordination of Multi-Trade.
- .3 The work may include:
 - .1 Ensuring other Contractors are briefed on the scope of work, timing, etc.;
 - .2 Managing both sequential and concurrent phases of the Work;
 - .3 Keeping the Technical authority informed on Work progress;
 - .4 Informing the Technical authority of non-compliant Contractors;

18. Contractor's Competence

- .1 All Work shall be carried out in a neat and competent manner by qualified tradespersons and/or helpers or apprentices supervised on site by qualified tradespersons, using good quality new materials.

19. Tests And Inspections

- .1 The Contractor shall arrange for all tests and inspections required by relevant laws and regulations to be carried out by the Authority Having Jurisdiction. Where the Authority Having Jurisdiction does not accept the Work, the Contractor shall be responsible for all cost incurred to have the Work accepted.

20. Matching Existing Work

- .1 Where the method of joining up of old and new Work is not otherwise specified, the cutting away and joining up shall be carried out in a manner approved by the Technical authority and made good in all trades to match existing adjacent Work.

21. Measurement Of The Work

- .1 Unless otherwise specified in the Call-up, all measurement of Work shall be in accordance with the latest issues, amendments and supplements of the Canadian Standards Association (CSA), CAN/CSA-Z234.1-00, Canadian Metric Practices Guide.

22. Acceptance Of The Work

- .1 All Work shall be demonstrated to the satisfaction of the Technical authority to have been installed and operating correctly upon completion based on the manufacturer's recommendations, and conducted in compliance with provincial

and federal legislated requirements and industry standards. Should any part of the Work fail to have been installed and operate correctly, the Contractor shall be responsible for costs incurred during this period to make that part of the Work function correctly.

- .2 Upon completion of the Work the Contractor shall hand to the Technical authority all diagrams, plans/equipment, operation and maintenance manuals and accessories in a clear and legible format, including clearly labelled keys.

23. Warranty Provisions

- .1 All items installed by the Contractor under the Call-up shall be warranted to be free of defective materials, design or workmanship for a period of one (1) year. The full cost of all warranty repairs, including labor, material, plant, travel and accommodation costs, shall be the responsibility of the Contractor.
- .2 For items that remain under Manufacturer's warranty for greater than one (1) year, the Contractor will be compensated for labor, material, plant, travel and accommodation costs on a case by case basis.

24. Performance Of Work

- .1 The Contractor shall:
 - .1 Permit the Canada to have access to the Work and its site at all times during the performance of a Call-up;
 - .2 Furnish the Canada with such information respecting the performance of the Call-up as the Canada may require; and
 - .3 Give the Canada every possible assistance to enable the Work to be carried out under the SO and the Call-up.
- .2 Contractor's Superintendent
 - .1 The Contractor shall, forthwith upon the SO being put in place, designate a superintendent. The Superintendent is an administration function with knowledge and experience and will be the liaison between all service personnel performing the work and the Technical Authority. In the event of an emergency, the Superintendent will be contacted and an action plan discussed and implemented to mitigate any potential impact on the CFHA's operation.
 - .2 A superintendent designated pursuant to 24.2.1 shall be in full charge of the operations of the Contractor in the performance of the Work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the SO or Call-ups.

- .3 The Contractor shall, upon the request of the Canada, remove any superintendent who, in the opinion of the Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another superintendent who is acceptable to the Canada.

25. Inspect And Report

- .1 At the discretion of the Technical authority the contractor may be required to assess, analyze and communicate an issue and its resolution.
- .2 The Contractor is expected to act, if possible, on the resolution of the issue while on site. Basic tools, equipment and material associated with the nature of the issue communicated to them by the Technical authority should be readily available.
- .3 The following applies:
 - .1 The Contractor shall determine and report on the nature of the issue and its resolution.
 - .2 The contractor shall produce a written report that includes a description of the problem, the resolution, required SUR codes, unit of measure, quantity and location. Hand-written or typed are acceptable forms of reporting.
 - .3 The Contractor shall determine if the issue can be resolved while on site.
 - (a) If the issue can be resolved while on site:
 - (i) The Contractor shall call the Technical authority to obtain permission to proceed.
 - (ii) Permission may result in a Call-up amendment as per Para 8.3 of Resulting Contract Clauses
 - (iii) The Contractor will be paid for the original “Inspect and Report” fee as well as for the additional work identified in the Call-up amendment.
 - (b) If the issue cannot be resolved while on site:
 - (i) Call-ups with a Priority 1 or 2: The Contractor shall call the Technical authority, while on site, to inform that the issue cannot be resolved.
 - (ii) The Contractor will be paid for the “Inspect and Report” fee.
- .4 The Contractor shall submit the report within the priority timeframe specified in the Call-up.

26. Communication

- .1 Call-ups will be raised and communicated to the Contractor on an as-required basis. Contractors will collect/receive call-ups per site specific methodologies which will be established during the pre-commencement meeting and may include: in-person pick up, telephone notification, fax, or email.
- .2 The Contractor shall have as a minimum the following communication capabilities through which requests for work can be made during:
 - .1 Normal working hours - for all trades: constantly attended telephone, including cellular; and/or e-mail.
 - .2 Outside normal working hours - for trades not required to have emergency response capability; a telephone answering service capable of recording messages, and/or email.
 - .3 Outside normal working hours - for trades with required emergency response capability: constantly attended telephone, including cellular, email, or otherwise.
- .3 The Contractor shall keep the Technical authority informed of the emergency service telephone numbers on which his firm can be contacted both during normal working hours and outside normal working hours.

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ANNEX B BASIS OF PAYMENT

A- Standing Offer Period

STANDING OFFER PERIOD: From _____ to _____

1. During the period of the Standing Offer, for Work performed in accordance with the Call up, the Contractor will be paid as specified below.
2. The price expressed as a percentage shall include labour, time, travel, material, plant, fuel, overhead, wastage and profit. Applicable Taxes are excluded.
3. The Schedule of Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, quoted on the the pricing schedule shall remain firm for a period of two years after establishment of the SO.
4. All payments shall be based upon the actual work performed as certified by the CFHA's Representative. A minimum call up value of \$80 will be applied.
5. The percentage(s) quoted will apply to Responsive Maintenance, Planned Maintenance and Minor Improvements work where the call ups are raised using the Schedule(s) of Unit Rates.

TABLE A: PERCENTAGE OFFER

| | TRADES | PERCENTAGE OFFER |
|----|-----------------------------------|-----------------------------|
| 1. | Heating and Air Conditioning (HA) | |
| 2. | Plumbing (PL) | |
| | TOTAL EVALUATED PRICE | |

TABLES B: JOURNEYMEN HOURLY RATES

The Contractor will be paid all-inclusive fixed time rates as follows:

| | TRADES | JOURNEYMEN HOURLY RATES YEAR 1 | JOURNEYMEN HOURLY RATES YEAR 2 |
|----|-----------------------------------|---|---|
| 1. | Heating and Air Conditioning (HA) | | |
| 2. | Plumbing (PL) | | |

6. The price adjustment will be made in accordance with the percentage change in the Bank of Canada CORE Consumer Price Index (CPI). The Schedule of Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, will be adjusted at the two-year anniversary of the start date of the SO by calculating the percentage change in the CPI between the January 2020 and January 2022.

Example:

The SO is established in Jan 2020. The two-year anniversary is Jan 2022.

The CPI for Jan 2020 is 125. The CPI for Jan 2022 is 130.

The rate adjustment is calculated as follows: $[(130/125) \times 100] - 100 = 4\%$

The adjustment would be applied to the Jan 2016 rates. The adjusted rates would apply for the period of Jan 2022 to Jan 2023.

7. The Unit Rates (SUR), hourly rate(s) and unit prices, as applicable, will then be adjusted annually thereafter on the anniversary of the establishment of the SO by calculating the percentage change in the CPI over each twelve-month period.
8. There will be no retroactive rate adjustments. The CPI used for calculation will not be seasonally adjusted.
9. Percentages in Table A will not be adjusted.
10. The Standing Offer Authority and the Contractor may, by an agreement in writing, add or delete items from the Schedule of unit rate (SUR) and / or Price Schedule.

ANNEX "C"
INSURANCE REQUIREMENTS

1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

-
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

2.1 The Contractor must obtain Pollution Legal Liability - Fixed Site Coverage insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2.3 The Pollution Legal Liability - Fixed Site Coverage policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

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- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX "D"
QUARTERLY USAGE REPORT

(See attached)

Quarterly Usage Report - Annex D

W3717-21MJ03

GENERAL INSTRUCTIONS

Introduction

The Government of Canada (GC) requires the Contractor to provide the following Periodic Usage Report to the Standing Offer (SO) Authority on a quarterly basis.

Response Due Date

Your cooperation in returning the completed report by the appropriate date is **MANDATORY**.

| Quarter | Period to be Covered | Due on or before |
|---------|--------------------------|------------------|
| 1st | April 1 to June 30 | July 15 |
| 2nd | July 1 to September 30 | October 15 |
| 3rd | October 1 to December 31 | January 15 |
| 4th | January 1 to March 31 | April 15 |

Returning the Completed Report

Please e-mail the completed report to maxime.dallaire@tpsgc-pwgsc.gc.ca

Please don't forget to use the title "Quarterly Usage Report" and the reporting period in the subject line of your e-mail. Contractor is encourage to attach worksheet "2", "Information Sheet and Summary" when submitting quarterly usage report.

Complete All Questions

Contractor must complete all applicable portions of the report.

Currency

Please state all monetary values in Canadian dollars (CDN).

Changing the Format

Contractor must not modify the format of this report. Should you have any suggestions about the format, please forward it by e-mail to maxime.dallaire@tpsgc-pwgsc.gc.ca

Questions

Should you need further clarification, please forward your question by e-mail to maxime.dallaire@tpsgc-pwgsc.gc.ca

Summary of Table

| Field | Description |
|---------------------------------------|--|
| Call-up number | Unique number for the contract, as identified on page 1 of the contract. |
| Call-up Amendment number | The number of the call-up amendment, such as: amendment 1, amendment 2, etc. |
| Issuance date of the Call-up | Date that the Call-up/amendment is issued to the supplier. |
| Start date | Date the resource/services started engagement |
| End date | Date the resource/services ended (or will end) engagement/completion date |
| Project Description | Brief description of the work contracted. |
| Client Department/Contact Information | Information should include the contact name, e-mail and telephone number |
| Call-up Value (or amendment value) | The value of the call-up (Applicable Taxes inc), as identified on page 1 of the call-up. Or the increase or decrease value for the amendment |
| Notes | Indicate any comments or notes, if necessary |

Annex D
Quarterly Usage Report
W3717-21MJ03

| SO N°: W3717-21MJ03 | | | | | Period to be covered: _____ | | | | |
|---|---------------------|--|--|--------------------------------------|-------------------------------------|------------------------|---|---|--|
| SO Title : CFHA Maintenance Services | | | | | PWGSC SO Authority: Maxime Dallaire | | | | |
| Call-up No. | Call-up amend't no. | Issuance date of the Call-up or Amend't (YYYY-MM-DD) | Start date of the Call-up (YYYY-MM-DD) | End date of the Call-up (YYYY-MM-DD) | Project Description | Location/Building Name | Client contact information (name, e-mail and tel.#) | Call-up Value or amend't value (taxes included) | |
| 1 | | | | | | | | \$ | |
| 2 | | | | | | | | \$ | |
| 3 | | | | | | | | \$ | |
| 4 | | | | | | | | \$ | |
| 5 | | | | | | | | \$ | |
| 6 | | | | | | | | \$ | |
| 7 | | | | | | | | \$ | |
| 8 | | | | | | | | \$ | |
| 9 | | | | | | | | \$ | |
| 10 | | | | | | | | \$ | |
| 11 | | | | | | | | \$ | |
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| 17 | | | | | | | | \$ | |
| 18 | | | | | | | | \$ | |
| 19 | | | | | | | | \$ | |
| 20 | | | | | | | | \$ | |
| 21 | | | | | | | | \$ | |
| 22 | | | | | | | | \$ | |
| 23 | | | | | | | | \$ | |
| 24 | | | | | | | | \$ | |
| 25 | | | | | | | | \$ | |
| 26 | | | | | | | | \$ | |
| Total value of call-up for this quarter (i) | | | | | | | | \$ | |
| Cumulative call-ups for previous periods (ii) | | | | | | | | \$ | |
| Total value of call-up to date = (i) + (ii) | | | | | | | | \$ | |

Prepared by: (Insert company name and individual's name preparing this report)