



**Bid Fax: (709) 772-4603**

## A1C 5T2

Date \_\_\_\_\_

## REQUEST FOR STANDING OFFER (RFSO)

### Regional Individual Standing Offer (RISO) – Diving Inspections for Various Locations in Newfoundland and Labrador (Eastern, Central and Western, NL)

## IMPORTANT NOTICE TO OFFERORS

### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

#### **Prompt Payment Principles**

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

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

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

### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

### 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 SC06 Transition to an e-Procurement Solution (EPS).

## **TABLE OF CONTENTS**

### **GENERAL INSTRUCTIONS to OFFERORS - CONSTRUCTION SERVICES (GI)**

- GI01 Integrity Provisions - Offer
- GI02 Completion of Offer
- GI03 Identity or Legal Capacity of the Offeror
- GI04 Applicable Taxes
- GI05 Submission of Offer
- GI06 Revision of Offer
- GI07 Rejection of Offer
- GI08 Offer Costs
- GI09 Procurement Business Number
- GI10 Compliance with Applicable Laws
- GI11 Performance Evaluation
- GI12 Conflict of Interest-Unfair Advantage
- GI13 Code of Conduct for Procurement – Offer

### **SPECIAL INSTRUCTIONS TO OFFERORS (SI)**

- SI01 Introduction
- SI02 Offer documents
- SI03 Enquiries during the Solicitation Period
- SI04 Quantity
- SI05 PWGSC obligations
- SI06 Site Visit
- SI07 Revision of Offer
- SI08 Offer Validity Period
- SI09 Web Sites

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

#### **STANDING OFFER PARTICULARS (SOP)**

- SOP01 General
- SOP02 Period of the Standing Offer
- SOP03 Call-Up Limitation
- SOP04 Call-Up Procedure
- SOP05 Standing Offer Responsible

#### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Insurance Terms
- SC02 Transition to an e-Procurement Solution (EPS)

#### **APPENDIX 1 OFFER PROPOSAL FORM**

#### **APPENDIX 2 INTEGRITY PROVISIONS**

#### **APPENDIX 3 STATEMENT OF WORK**

#### **APPENDIX 4 EVALUATION PROCEDURES OR BASIS OF SELECTION**

#### **APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

#### **ANNEX A CERTIFICATE OF INSURANCE**

#### **ANNEX B VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

#### **ANNEX C FORM 2829 SAMPLE**

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

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

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

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

1. The offer shall be
  - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;

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- b. based on the Offer Documents listed in the Special Instructions to Offerors;
    - c. correctly completed in all respects;
    - d. signed by a duly authorized representative of the Offeror; and
    - e. accompanied by
      - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
  2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
  3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
  4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

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

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

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

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

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

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

#### **GI05 (2014-03-01) Submission of offer**

1. The Offer and Acceptance Form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
  - a. the offer shall be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:

- a. Solicitation Number;
- b. Name of Offeror;
- c. Return address; and
- d. Closing Date and Time.

4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

#### **GI06 (2010-01-11) Revision of offer**

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

#### **GI07 (2014-09-25) Rejection of offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.

4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

#### **GI08 (2015-02-25) Offer costs**

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

#### **GI09 (2019-05-30) Procurement Business Number**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> . For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

#### **GI10 (2013-04-25) Compliance with applicable laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

#### **GI11 (2010-01-11) Performance evaluation**

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

## **GI12 (2011-05-16) Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **GI13 (2016-04-04) Code of Conduct for Procurement—offer**

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



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## SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
3. It is PWGSC's intention to authorize up to Four (4) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$1,649,100.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$25,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

It is intended to award of up to a maximum of **Four (4) Standing Offers**.  
Two (2) SO for Eastern Region; awards will be 80 / 20 of business volume  
One (1) SO for Central Region;  
One (1) SO for Western Region

**Offerors can choose to submit bids for only one (1) region or for multiple regions.**

### SI02 OFFER DOCUMENTS

1. The following are the Offer Documents:
  - a. Request for Standing Offer - Page 1;
  - b. General Instructions to Offeror's- Construction Services
  - c. Special Instructions to Offerors;
  - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

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

GI07, add following paragraph;

3. Offers received by fax will be accepted as official and must meet the following requirements
  - a. Must be completed on the Price Proposal Form
  - b. Must indicate
    - Request for standing offer number;
    - Solicitation number;
    - Offeror's name and
    - Closing Date and Time
  - c. Must be received before offer closing time at fax number (709) 772-4603.

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**SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

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

**SI04 QUANTITY**

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

**SI05 PWGSC OBLIGATION**

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

**SI06 SITE VISIT**

All bidders, before submitting their bid, are recommended to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the works.

Bidders must refer to Section 01 35 29, Item 1.10 Project/Site Conditions of specifications before performing any site inspection or preliminary work on site.

**SI07 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (709) 772-4603.

**SI08 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of thirty (30) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either

- 
- a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.

5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

## **SI09 WEB SITES**

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

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

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

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

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

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

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

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

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

Performance Bond (form PWGSC-TPSGC 505)  
[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

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

GC1 General Provisions – Construction Services	R2810D	(2017-08-17);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2019-11-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2884D	(2016-01-28);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

## STANDING OFFER PARTICULARS

### SOP01 GENERAL

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

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for Two (2) years commencing from the start date identified on the Standing Offer.

### SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$25,000.00 (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

### SOP04 CALL-UP PROCEDURE

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

## **SOP05 STANDING OFFER RESPONSIBLES**

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

Name : Patricia Chaulk  
Title : Supply Specialist  
Department : Public Works and Government Services Canada (PWGSC)  
Division : Acquisitions/Real Property Contracting  
Telephone : 709-689-3272  
e-mail : Patricia.Chaulk@pwgsc-tpsgc.gc.ca

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

Standing Offer Technical Authority is: **(to be completed at time of award)**

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

The selected Offeror for the standing offer is: **(to be completed by the Offeror)**

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
  - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
  - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
  - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
  - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

### **SC02 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.

## APPENDIX 1 - PRICE PROPOSAL FORM (page 1 of 3)

### BA01 IDENTIFICATION

- 1) Description of the Work: **RISO Diving Inspections for Various Locations in Newfoundland and Labrador (Eastern, Central and Western, NL)**
- 2) Solicitation Number: **EA003-203050/A**
- 3) Project Number: **Various**

### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

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

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

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

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

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

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the TOTAL BID AMOUNT INDICATED IN APPENDIX 1, BA06.

### BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### BA05 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## BA06 PRICE PROPOSAL FORM

### RISO Diving Inspections for Various Locations in Newfoundland and Labrador (Eastern, Central and Western, NL) - 2 Year Term

It is intended to award of up to a maximum of **Four (4) Standing Offers**.

Two (2) RISO for Eastern Region; awards will be 80 / 20 of business volume

One (1) RISO for Central Region;

One (1) RISO for Western Region

Offerors are advised that they may bid on all three (3) areas inclusive or on each area individually. Offerors should indicate, by checking below, which area(s) they are offering on:

Eastern Region: \_\_\_\_\_

Central Region: \_\_\_\_\_

Western Region: \_\_\_\_\_

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

### UNIT PRICE TABLE

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

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

### EASTERN REGION:

Item	Specification Reference	Class of Labor, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	01 10 10	Diving Crew	hour	1800	\$	\$
2	01 10 10	Diving Crew Travel	hour	600	\$	\$
3	01 10 10	Galvanized Chain	meter	1300	\$	\$
4	01 10 10	Galvanized Shackles	each	300	\$	\$
5	01 10 10	Travel		Provisional Amount		\$30,000.00
6*	01 10 10	Miscellaneous Equipment Rental Allowance (Total=Principle multiplied by tendered OH&P Factor)		\$30,000	OH&P Factor* _____%	\$
7	01 10 10	Report	each	150	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding GST / HST						\$

\*To calculate the Extended amount for **Item 6**, multiply the OH&P Factor % by the Estimated Quantity and add that total to the Estimated Quantity. [Extended amount= (Estimated Quantity) + (Estimated Quantity x OH&P Factor % )]

**CENTRAL REGION:**

Item	Specification Reference	Class of Labor, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	01 10 10	Diving Crew	hour	1300	\$	\$
2	01 10 10	Diving Crew Travel	hour	400	\$	\$
3	01 10 10	Galvanized Chain	meter	1200	\$	\$
4	01 10 10	Galvanized Shackles	each	200	\$	\$
5	01 10 10	Travel		Provisional Amount		\$30,000.00
6*	01 10 10	Miscellaneous Equipment Rental Allowance (Total=Principle multiplied by tendered OH&P Factor)		\$30,000	OH&P Factor* ____%	\$
7	01 10 10	Reports	each	50	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding GST / HST						\$

\*To calculate the Extended amount for **Item 6**, multiply the OH&P Factor % by the Estimated Quantity and add that total to the Estimated Quantity. [Extended amount= (Estimated Quantity) + (Estimated Quantity x OH&P Factor % )]

**WESTERN REGION:**

Item	Specification Reference	Class of Labor, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	01 10 10	Diving Crew	hour	1000	\$	\$
2	01 10 10	Diving Crew Travel	hour	400	\$	\$
3	01 10 10	Galvanized Chain	meter	1000	\$	\$
4	01 10 10	Galvanized Shackles	each	100	\$	\$
5	01 10 10	Travel		Provisional Amount		\$15,000.00
6*	01 10 10	Miscellaneous Equipment Rental Allowance (Total=Principle multiplied by tendered OH&P Factor)		\$30,000	OH&P Factor* ____%	\$
7	01 10 10	Reports	each	50	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding GST / HST						\$



Solicitation No. - N° de l'invitation  
EA003-203050/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWD-010

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

File No. - N° du dossier  
PWD-9-42146

CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX 3 - SCOPE OF WORK**

**(SPECIFICATION)**

**(32 pages as attached)**

## APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1. Financial Evaluation

##### 1.1.1 SACC Manual clause M0220T (2016-01-28) Evaluation of Price.

Offerors will be evaluated on the basis of the lowest overall total estimated amount (HST Extra) for each region.

In order to enable evaluation of each unit price table, it is mandatory to provide pricing for all line items in each table for the geographical area(s) bid, otherwise the offer may be considered non-responsive.

It is intended to award of up to a maximum of **Four (4) Standing Offers**.  
Two (2) SO for Eastern Region; awards will be 80 / 20 of business volume  
One (1) SO for Central Region;  
One (1) SO for Western Region

Offerors are advised that they may bid on all three (3) areas inclusive or on each area individually. Offerors should indicate, by checking below, which area(s) they are offering on:

Eastern Region: \_\_\_\_\_

Central Region: \_\_\_\_\_

Western Region: \_\_\_\_\_

### 2. Basis of Selection

#### SACC Manual clause M0069T (2007-05-25) Basis of Selection

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

## APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

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

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

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

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

### Voluntary Certification

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

(page 2 of 2)

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

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

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

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

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

Standing Offer Solicitation Number : \_\_\_\_\_

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

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

Trades of those apprentices:

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Solicitation No. - N° de l'invitation  
EA003-203050/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWD-010

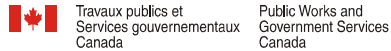
Client Ref. No. - N° de réf. du client  
Various

File No. - N° du dossier  
PWD-9-42146

CCC No./N° CCC - FMS No./N° VME

## ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

### CERTIFICATE OF INSURANCE



Page 1 of 2

Description and Location of Work <b>Regional Individual Standing Offer (RISO) – Diving Inspections for Various Locations in Newfoundland and Labrador (Eastern, Central and Western, NL)</b>	Contract No. <b>EA003-203050</b>
	Project No. <b>Various</b>

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

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

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

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



## CERTIFICATE OF INSURANCE Page 2 of 2

### General

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

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

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

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

### Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

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**ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

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

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

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

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

Number of apprentices hired	Trade

Solicitation No. - N° de l'invitation  
EA003-203050/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWD-010

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

File No. - N° du dossier  
PWD-9-42146

CCC No./N° CCC - FMS No./N° VME

## ANNEX C – FORM 2829 SAMPLE



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

### CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE

In accordance with  
STANDING OFFER NO.

Conformément à  
l'OFFRE PERMANENTE N°

Call-up no. - N° de commande

Dated  
and the terms and conditions therein, you are  
requested to carry out the work described below.

en date du  
et les modalités qui y sont énumérées, vous êtes prié  
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à
Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.	
Location of work - Endroit des travaux		Call-up cost, GST extra - Coût de la commande, TPS en plus

Work description - Description des travaux
<div style="border: 2px solid red; padding: 20px; text-align: center;"><b>SAMPLE ONLY</b> <b>ÉCHANTILLON SEULEMENT</b></div>

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
Signature	Date

Departmental Representative - Représentant du ministère	
Signature	Date

PWGSC-TPSGC 2829 (03/2006)