



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services Canada  
Canada Place/Place du Canada  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3  
Bid Fax: (780) 497-3510

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

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

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Canada Place / Place du Canada  
10th Floor / 10e étage  
9700 Jasper Ave / 9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Detached Garage	
<b>Solicitation No. - N° de l'invitation</b> ET858-210542/A	<b>Date</b> 2020-07-23
<b>Client Reference No. - N° de référence du client</b> PSPC ET858-210542	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-005-11869
<b>File No. - N° de dossier</b> PWU-0-43036 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-11</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Virakorn, Matthew	<b>Buyer Id - Id de l'acheteur</b> pwu005
<b>Telephone No. - N° de téléphone</b> (780) 278-6153 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ST ANDREWS LOCK&DAM 625 RIVER RD LOCKPORT Manitoba R1A2R4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**INVITATION TO TENDER**  
Detached Garage  
St Andrews Lock and Dam (SALD) Lockport, Manitoba

**IMPORTANT NOTICE TO BIDDERS**

**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>

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2410T, GI06 "Listing of Subcontractors and Suppliers" has been amended. See SI10 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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### R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2020-05-28)

The following GI's are included by reference and are available at the following Web Site  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services, R2410T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions- Construction Services R2410T is incorporated by reference and is 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/5/R>
3. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

5. Tenders received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
  - Project number
  - Solicitation number
  - Bidder's name
  - Closing Date and Time
- c. Must be received before tender closing time at fax number (780) 497-3510.

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [matthew.virakorn@pwgsc-tpsgc.gc.ca](mailto:matthew.virakorn@pwgsc-tpsgc.gc.ca) Except for the approval of alternative materials as described in G113 of R2410T, enquiries should be received no later than 5 business 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 Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid 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 bid being declared non-compliant.

### **SI03 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is (780) 497-3510.

#### **SI04 BID RESULTS**

1. The responsive bid carrying the lowest price will be recommended for contract award.
2. Following solicitation closing, bid results may be obtained by e-mail a request to [matthew.virakorn@pwgsc-tpsgc.gc.ca](mailto:matthew.virakorn@pwgsc-tpsgc.gc.ca)

#### **SI05 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

#### **SI06 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 of R2410T.

#### **SI07 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided (**with 1 electronic or paper copy**) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum 1, will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

#### **SI08 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2410T, GI06 has been amended to the following.

##### **GI06 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

## **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>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

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

Trade agreements

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

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(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);
GC9	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. 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 Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract
- b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

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

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

## **SC03 INSURANCE TERMS**

### **1) Insurance Contracts**

(a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.

(b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

### **2) Period of Insurance**

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

(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 contract award, 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.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Detached Garage  
St. Andrews Lock and Dam (SALD)  
River Road  
Lockport, MB R1A 2R4

Project #: R.103191.002

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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 of

\$ \_\_\_\_\_ excluding Applicable Taxe(s).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 8 weeks from the date of notification of acceptance of the offer.

### BA07 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX 1 – MANDATORY HEALTH AND SAFETY - for Work in the Province of Manitoba**

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

#### **WCB AND SAFETY PROGRAM**

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

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

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

#### **Workplace Safety and Health**

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

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

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

##### **2. SUBMITTALS**

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

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

### 3. LABOUR AUTHORITY CONTACT:

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

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

#### **MANITOBA**

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

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

**DECLARATION**

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE



### APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		
5		
6		
7		

## APPENDIX 4 - 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, Bidders, 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 bid on a voluntary basis)

(page 2 of 2)

*Note: The contractor 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: \_\_\_\_\_

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

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

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

Trades of those apprentices:

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



Description and Location of Work					Contract No. ET858-210542/A	
Detached Garage St. Andrews Lock and Dam (SALD) River Road Lockport, MB R1A 2R4					Project No. R.103191.002	
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		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$

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

<input type="text"/>		<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)		Telephone number
Signature		<input type="text"/>
		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 days' 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.



Solicitation No. - N° de l'invitation  
ET858-210542/A  
Client Ref. No. - N° de réf. du client  
PSPC ET858-210542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWU-0-43036

Buyer ID - Id de l'acheteur  
pwu005  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX C – STATEMENT OF WORK**

See attached document.

# Scope of Work

## Detached Garage

### **Background and Objective**

Public Services and Procurement Canada (PSPC) owns and operates the St Andrews Lock and Dam (SALD), in Lockport, Manitoba. PSPC requires the construction of a detached garage in the east yard of the property, primarily to be used for storage of equipment and parts. A fully-cured concrete pad exists on-site already, complete with approach.

### **Requirements and Tasks**

**Drawings.**—Submit engineered drawings of proposed building and all details for review before starting fabrication. Incorporate Technical Authority's comments into final version. Build to final drawings.

**Building.**—Supply and install a detached, 40 x 30 foot garage, requirements as follow:

- 8' wall height, 2x6 studs @ 16" o/c, with 7/16" OSB sheathing
- Pressure treated bottom plates & sill gasket
- Metal Roof, following best practice industry standards and building code requirements
  - Roof vents, as per building code
  - Snow guards to protect nearby pedestrians and equipment
  - Prefinished Aluminum fascia and soffit
- Two sliding windows, 36" wide x 30" tall, one on each of the north and south facing walls
- 36" wide pedestrian door, fibreglass door which is insulated, with deadbolt with no window, to be located on north side
- Overhead door: 16 wide x 7 foot tall, insulated, located on west side with ½ HP opener,
- Header for overhead door: 2 ply, 2x10 spruce
- Metal siding as exterior
- Metal cladding for overhead door and pedestrian door
- 5" size continuous eaves troughs, with 2 downspouts and drainage of a minimum of 4 feet
- All required electrical work, including trenching, wiring the interior, and:
  - Installation of a sub-panel in the garage,
  - Installation of 4 outlets inside the garage, one GFI outlet outside the garage,
  - Installation of LED lighting of 100 lx based on the Canada Labour code
- High density spray foam insulation to codes.
- Plywood applied as interior wall finish

# Scope of Work

## Detached Garage

### Constraints

Work must be performed within the operating hours of the dam: Monday to Friday, 0800 – 1630.

SALD is located 27 kilometres north of Winnipeg. No travel allowance will be provided.

Materials used and all work performed must meet or exceed the current versions of the National Building Code of Canada (NBC) or Manitoba Building Code (MBC), whichever is more stringent.

There is a well nearby, which could impact any required trenching of electrical wiring (Technical Authority will provide drawings to Contractor).

### Health and Safety Requirements

**Responsibility.**—Contractor is responsible for health and safety of own crew and all subcontractors, and must fulfil role of "Prime Contractor" under Manitoba Regulation 217/2006 Workplace Safety and Health Regulation.

While on-site, the contractor and any sub-contractors in the crew must maintain proper social distancing from any SALD staff, as per the current recommendations of Public Health Office, and must wear appropriate Personal Protective Equipment (PPE).

**Submittals.**—Submit the following no less than 3 weeks before starting work on site:

- **Clearance Certificate** from the Workplace Safety Insurance Board of Manitoba
- Company's **Health & Safety Policy Statement** meeting the requirement of the Provincial Occupational Health and Safety Act.
- **Site-Specific Hazard Assessment and Health & Safety Plan** (SSHAHSP).—Develop a written SSHAHSP customized for the work of this project. Implement and enforce requirements of SSHAHSP whenever work takes place at the site. SSHAHSP must each include the following:

- **Part 1 - Safety Hazard Assessment and Mitigation Measures.**—If Contractor so chooses, this section may be conveniently presented in the form of a table.

Consider the operations to be performed at the dam site and identify safety hazards. Currently known hazards include, but are not necessarily limited to, the following, as well as all other hazards Contractor foresees arising during Work:

- Weather hazards (extreme hot, cold, precipitation)
- Trip-and-fall hazards such as uneven ground and slippery surfaces
- Working at heights (roof)
- Silica-containing dust (drilling concrete)
- Exposure to adhesives, paints, insulation, and other products used in construction
- Potential exposure to Coronavirus

For each safety hazard identified, describe measures and controls that will be used to protect employees and subcontract personnel and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations. Mitigation measures may include a range of engineering controls, work practices, and personal protective equipment.

## Scope of Work

### Detached Garage

If unforeseen or peculiar safety-related conditions arise during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Ontario and advise Contracting Authority and Technical Authority both verbally and in writing.

- Part 2 - On-Site Contingency and Emergency Response Plan.—Describe standard operating procedures specific to the project site to be implemented during emergencies, e.g. fire, injury, etc. Indicate names of persons trained in First Aid and CPR to Provincial requirements.
- Part 3 - Emergency Contacts.—This is a list of names, roles, and phone numbers, for use in case of emergencies, and must include all sub-contractors. Include name of nearest health facility, a map showing its location, and how it will be contacted during an emergency.

#### **Environmental Requirements**

**Objective.**—The work must not release any deleterious substance into the environment nor may it disturb habitat and/or individual of any species.

**Responsibility.**—Contractor must protect the environment during all work at the site.

**Submittals.**—Develop and submit an Environmental Protection Plan (EPP) for work to take place at the site. Implement and enforce the requirements of the EPP every time you work on the site. EPP must contain:

- **Part 1 - Hazard Assessment and Mitigation Measures.**—Assess activities required to effect work at the site and list all associated environmental hazards. Known hazards include the following:
  - fuel and oil associated with portable generators, air compressors, etc.
  - adhesives, paints, epoxies, etc.
  - welding products

There may be other products involved, depending on Contractor's chosen work procedures.

For each hazard listed, describe what procedures and materials you will use to prevent damage to surrounding environment and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations.

- **Part 2 - Environmental Emergency Measures.**—Describe equipment and procedures you will use in event of unforeseen spill and all other potential environmental emergencies.
- **Part 3 - Waste Disposal.**—Identify methods and locations for hazardous and non-hazardous waste handling and disposal.

**Spill Prevention.**—During all operations where there is a risk of spill, such as handling of greases and oils, take measures to prevent release of spills or leaks into environment. For example, provide drip container positioned to catch potential spills during re-fuelling operations, etc.

**Spill Response.**—Provide appropriate spill kits, to be on-site and available at all times. Be prepared to mitigate, intercept, clean up, and dispose of spills or releases that may occur whether on land or water. Follow accepted spill procedures described in reviewed Site-Specific Environmental Protection Plan.

## Scope of Work

### Detached Garage

Mandatory reporting of environmental accidents in Manitoba is required by regulation. Promptly report spills and releases potentially causing damage to environment to:

- Technical Authority
- Manitoba Ministry of Sustainable Development (Tel. 204-944-4888 )
- Authority having jurisdiction or interest in spill or release including conservation authority, water supply authorities, drainage authority, road authority, and fire department.

Further information on dangerous goods emergency clean-up and precautions including a list of companies performing this work can be obtained from Transport Canada's 24-hour number (613) 996-6666 collect.

#### **Deliverables**

Complete the work within 2 months of the date of contract award.

Provide a 1-year warranty to PSPC.

Clean-up the site upon completion of the project, including but not limited to removal of leftover materials, and ensuring the worksite is returned to its original condition.

#### **Contact**

Contact information is as provided within the Contract.