

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016

Request For a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

Title - Sujet CONCRETE FLOOR/WALL SAWING	
Solicitation No. - N° de l'invitation W0102-12A128/A	Date 2012-06-07
Client Reference No. - N° de référence du client W0102-12-A128	GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-110-4893
File No. - N° de dossier PWA-2-68012 (110)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-17	
Delivery Required - Livraison exigée SEE HEREIN	
Address Enquiries to: - Adresser toutes questions à: Collier, Susan	Buyer Id - Id de l'acheteur pwa110
Telephone No. - N° de téléphone (902)496-5350 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 14 WING GREENWOOD STATION MAIN, P.O. BOX 5000 GREENWOOD NOVA SCOTIA BOP 1N0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

2. Summary

REGIONAL INDIVIDUAL STANDING OFFER (RISO) CONCRETE FLOOR/WALL SAWING/CORE DRILLING

REQUIREMENT: To supply labour, material, and equipment required to perform concrete floor, wall sawing, and core drilling (floor and wall) on an as and when requested basis at 14 Wing Greenwood, Nova Scotia.

PERIOD OF CONTRACT: The period for making call-ups against the Standing Offer is from one (1) year from date of award with an additional two (2), 12 month option periods.

Trade Agreement: This requirement is subject to Agreement on Internal Trade (AIT), North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, and the Canada-Peru Free Trade Agreement.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15

working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) *Manual issued by Public Works and Government Services Canada.*

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

The 2006 2012-03-02) *Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.*

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

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

M0019T - Firm Price and/or Rates (2007-05-25).
M3020T - Status and Availability of Resources (2010-01-11)
M3021T - Education and Experience (2007-05-25)

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with **Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.**

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Financial Evaluation

1.2. Offers will be evaluated on the total aggregate price based on the total estimated usage figures provided for the initial year and option years. The evaluation of bids will not include the estimated amount of HST applicable.

The estimated usage pricing for each item is an estimate only and does not infer that the quantities for that item will be utilized or that the quantities may not be exceeded.

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the total lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

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

1.1 M2002T Federal Contractors Program - Certification (2010-08-16).

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

A.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

B.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

C.() is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

D.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

1.2 M3025T Former Public Servant Certification (2010-01-11)

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

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

a.an individual;

b.an individual who has incorporated;

c.a partnership made of former public servants; or

d.a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

1.3 M3020C Status and Availability of Resources (2010-01-11)

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) *General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.*

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award to a one (1) year period inclusive.

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W0102-12A128/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa110

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

W0102-12-A128

File No. - N° du dossier

PWA-2-68012

CCC No./N° CCC - FMS No/ N° VME

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) 12 month periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority five (5) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Susan Collier_
Title: Supply Specialist _____
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row
Halifax, Nova Scotia _____

Telephone: 902-496-5350 _____
Facsimile: 902-496-5016 _____
E-mail address: susan.collier@pwgsc.gc.ca _____

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

4.2 Project Authority

The Project Authority for the Standing Offer is: (to be given upon contract award)

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

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

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

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

4.3 Offeror's Representative

Name: _____

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CCC No./N° CCC - FMS No/ N° VME

Title: _____

Company: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence 14 Wing Greenwood, Nova Scotia.

6. Call-up Procedures

The Project/Technical Authority will establish the Scope of Work to be performed under each individual Call-up by category, using the pre-established rates identified in the Financial Offer, Annex B. submitted from bidder. The amount of the call-up will be established by using the prices as quoted in the offer.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.*

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$6,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), *General Conditions - Standing Offers - Goods or Services*
- d) Annex A, Statement of Work ;
- e) Annex B, Basis of Payment ;
- f) Annex C, Usage Reports;
- g) the Offeror's offer _____ (*insert date of offer*)

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10.2 SACC Manual Clauses

M3020C Status and Availability of Resources (2010-01-11)

11. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2005 (2012-03-02), *General Conditions - Standing Offer Goods or Services apply to and form part of the Contract.*

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex _B. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide

any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

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

4.3 Limitation of Price

SACC Manual clause C6000C (2011-05-16) *Limitation of Price*

4.4

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

4.5 SACC Manual Clauses

A9117 - T1204 - Direct Request by Customer Department (2007-11-30) .

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. Insurance

SACC Manual clause G1005C Insurance (2008-05-12).

7. SACC Manual Clauses

B7500 C - Excess Goods (2006-06-16)

G2001C - Commercial General Liability Insurance (2008-05-12)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

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

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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

(Contracting officers must insert the applicable options below and renumber accordingly.)

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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ANNEX "A"

**STATEMENT OF WORK
(attached herein)**

**Department of National Defence Specification Standing Offer Agreement for Concrete Floor/Wall
Sawing W0102-12A128 Job No. L-G111-9900/1008**

ANNEX "B"**BASIS OF PAYMENT**

Offers will be evaluated on the total aggregate price based on the total estimated usage figures provided below for the initial year and option years. The evaluation of bids will not include the estimated amount of HST applicable.

The estimated usage pricing for each item is an estimate only and does not infer that the quantities for that item will be utilized or that the quantities may not be exceeded.

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

The bidder MUST submit firm prices/rates for all items listed hereafter.

Bidder's Financial Proposal**Pricing to cover Initial Year (from date of award)**

Item	Unit of Issue	Unit Price	Estimated Quantity	Extended Price
a Core Drilling	per inch inch	\$	4,500 in. in.	\$
b Floor Sawing Elect	per inch foot	\$	12,000 in. ft.	\$
c Floor Sawing Gas	per inch foot	\$	12,000 in. ft.	\$
d Wall Sawing	per inch foot	4	3,000 in. ft.	\$
e Generator	per day	\$	5 days	\$
f Vehicle Expenses	km	\$	500 km	\$
g Stand Down Time	hr	\$	5 hrs	\$
h Helper	hr	\$	100 hrs	\$
i Asphalt Sawing	per inch foot	\$	2,000 in. ft.	\$

Standing Offer Total for Initial Year (from date of award) \$ _-----

- * Material and replacement parts (except free issue) at suppliers cost plus a mark-up of 10%.
- * The Contractor will provide a breakdown of all labour, material, associated costs and firm delivery dates to the Project/Technical Authority for each service in advance of the work being performed and will perform the work in accordance with the prices submitted in Annex B.
- * All work will be performed in accordance with applicable policies, codes, and practices, etc.
- * The Contractor will attend all safety, and pre-job briefings as requested by Project/Technical Authority.

The bidder MUST submit firm prices/rates for all items listed hereafter.

**Bidder's Financial Proposal
Pricing to cover Option Year One (1)**

Item	Unit of Issue	Unit Price	Estimated Quantity	Extended Price
a Core Drilling	per inch inch	\$	4,500 in. in.	\$
b Floor Sawing Elect	per inch foot	\$	12,000 in. ft.	\$
c Floor Sawing Gas	per inch foot	\$	12,000 in. ft.	\$
d Wall Sawing	per inch foot	4	3,000 in. ft.	\$
e Generator	per day	\$	5 days	\$
f Vehicle Expenses	km	\$	500 km	\$
g Stand Down Time	hr	\$	5 hrs	\$
h Helper	hr	\$	100 hrs	\$
i Asphalt Sawing	per inch foot	\$	2,000 in. ft.	\$

Standing Offer Total for Option Year One (1) \$ _____

- * Material and replacement parts (except free issue) at suppliers cost plus a mark-up of 10%.
- * The Contractor will provide a breakdown of all labour, material, associated costs and firm delivery dates to the Project/Technical Authority for each service in advance of the work being performed and will perform the work in accordance with the prices submitted in Annex B.
- * All work will be performed in accordance with applicable policies, codes, and practices, etc.
- * The Contractor will attend all safety, and pre-job briefings as requested by Project/Technical Authority.

The bidder MUST submit firm prices/rates for all items listed hereafter.**Bidder's Financial Proposal****Pricing to cover Option Year Two (2)**

Item	Unit of Issue	Unit Price	Estimated Quantity	Extended Price
a Core Drilling	per inch inch	\$	4,500 in. in.	\$
b Floor Sawing Elect	per inch foot	\$	12,000 in. ft.	\$
c Floor Sawing Gas	per inch foot	\$	12,000 in. ft.	\$
d Wall Sawing	per inch foot	4	3,000 in. ft.	\$
e Generator	per day	\$	5 days	\$
f Vehicle Expenses	km	\$	500 km	\$
g Stand Down Time	hr	\$	5 hrs	\$
h Helper	hr	\$	100 hrs	\$
i Asphalt Sawing	per inch foot	\$	2,000 in. ft.	\$

Standing Offer Total for Option Year Two (2) \$ _____

- * Material and replacement parts (except free issue) at suppliers cost plus a mark-up of 10%.
- * The Contractor will provide a breakdown of all labour, material, associated costs and firm delivery dates to the Project/Technical Authority for each service in advance of the work being performed and will perform the work in accordance with the prices submitted in Annex B.
- * All work will be performed in accordance with applicable policies, codes, and practices, etc.
- * The Contractor will attend all safety, and pre-job briefings as requested by Project/Technical Authority.

GRAND TOTAL = \$ _____

(Initial Year (upon award) + Option Year One + Option Year Two)

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

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ANNEX "C"
USAGE REPORT

		REPORT TOTALS	
COMPANY NAME:		OPENING VALUE:	\$0.00
STANDING OFFER NO.:		Less Usage to Date:	\$0.00
PERIOD OF REPORT:		Balance Remaining:	\$0.00
CALL UP NUMBER	DATE OF CALL UP	CUSTOMER/SHIP NAME	CALL-UP VALUE
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00