

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

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

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Flooring - Inuvik	
Solicitation No. - N° de l'invitation EW076-131462/A	Date 2012-09-21
Client Reference No. - N° de référence du client PWGSC	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-909-9547
File No. - N° de dossier PWU-2-35214 (909)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-19	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mayhew (RPC), Sylvia	Buyer Id - Id de l'acheteur pwu909
Telephone No. - N° de téléphone (780)497-3645 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Public Works and Government Services Canada Inuvik, NT	
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Health & Safety
4. Debriefings

PART 2 - INSTRUCTIONS TO OFFERORS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers (RFSO)
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Ranking

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer - Annex E
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. Estimates

B.RESULTING CONTRACT CLAUSES

General Conditions:

(i) GC1 General Provisions	R2810D (2012-07-16);
(ii) GC2 Administration of the Contract	R2820D (2012-07-16);
(iii) GC3 Execution and Control of the Work	R2830D (2010-01-11);
(iv) GC4 Protective Measures	R2840D (2008-05-12);
(v) GC5 Terms of Payment	R2550D (2010-01-11);
(vi) GC6 Delays and Changes in the Work	R2865D (2008-05-12);
(vii) GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
(viii) GC8 Dispute Resolution	R2884D (2008-05-12);
(ix) GC9 Insurance	R2590D (2011-05-16);
Supplementary Conditions, if any;	
Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);

ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements - Northwest Territories
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	List of Individuals who are Currently Directors of the Offeror
Annex G	Comprehensive Land Claim Agreements

NOTE TO OFFERORS: *Important Change for requirements related to the Code of Conduct for Procurement*

ANNEX F - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE OFFEROR

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template 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, 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, Health & Safety, Usage Reports, Offer, Code of Conduct, CLCA and any other annexes.

2. Summary

2.1 Flooring Services Standing Offer, PWGSC Inuvik, NT.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada in the form of call ups for Flooring Replacement, such as carpet resilient and laminate flooring in Public Works and Government Services (PWGSC) Crown housing units in Inuvik, NT. Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of two (2) years. The total expenditures over the term is estimated at \$150,000.00 (GST/HST extra). This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

2.2 *"IMPORTANT NOTICE: New measures related to Code of Conduct and certifications included in the solicitation documents requires attention."*

2.3 *"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."*

2.4 *"Contractors are hereby informed that this procurement is located in a land claims area."*

The requirements of the Gwich'in and Inuvialuit Land Claims and Self-Government Agreement will apply to the proposed procurement.

2.4.1) Gwich'in Comprehensive Land Claim Agreement - see Annex G - a) .

The requirements of the Gwich'in Comprehensive Land Claim Agreement

<http://www.gwichin.nt.ca/documents/GCLCA3.pdf>

will apply to the proposed procurement. Offeror's are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 10 of the Gwich'in Comprehensive Land Claim Agreement. (GCLCA)

2.4.2) Inuvialuit Final Agreement - see Annex G - b).

The requirements of the Inuvialuit Final Agreement

http://www.wmacns.ca/pdfs/1_IFA.pdf will apply to the proposed procurement. Offeror's

are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Section 16, of Part 1 of the Inuvialuit Final Agreement (IFA).

See Annex G - Supplemental Instructions, for more details

3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C

4. Debriefing

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

1. Standard Instructions and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Revise Standard Instructions as follows: (2012-09-05)

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

Offers should provide, with their Offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before standing offer issuance.

Canada may, at any time, request that a Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

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.

2.1 Revision of Offer:

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

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

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

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

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

2.2 Firm Price and/or Rates:

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

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

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

2.5 Incomplete Offers: Incomplete offers may be rejected.

2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

2.7 Performance Evaluation

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

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

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 the province of work.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. General

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

2. Offer Preparation Instructions

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 Policy on Green Procurement (<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: Financial Offer

Offerors must submit their financial offer in accordance with the "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 II: 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.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

1.1 Technical Evaluation

A) MANDATORY REQUIREMENTS - Required as part of the Offer

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

B) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

- i) Health & Safety Requirements
- ii) Insurance
- iii) Code of Conduct Certifications - (*see Part 5 - Certifications*).

1.2. Financial Evaluation

- 1.2.1 Price Schedule - A rate must be entered for each item.
- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. The total estimated amount quoted will then be reduced by the applicable percentage reduction (for evaluation purposes only) achieved from Annex G, Gwich'in and Inuvialuit Opportunities Consideration to achieve an Evaluated Price. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

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 will be recommended for issuance of a standing offer.

3. Ranking

- 3.1 Only 1 firm will be issued a standing offer.
- 3.2 The firm submitting the lowest aggregate price compliant submission will be issued a Standing Offer.

PART 5 - CERTIFICATIONS

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 requirements within that time period will render the offer non-responsive.

1.1 Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer (2012-09-05)

Offerors should provide, with their offers or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that a Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

1.2 Health & Safety Requirements - per attached Annex C.

1.3 Insurance, per article 3 of Part 6. (R2590D GC9 - Insurance)

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

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

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

2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

If the information is not provided in the offer, 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.

Certificate of Insurance form - PWGSC-TPSGC 357 (06/2007) is available at web site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at ANNEX E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices
 - Credit Card Payments

2. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-07-16)

The text under Subsection 04 of Section 11) - Code of Conduct and Certifications of General Conditions 2005 referenced above is replaced by:

During the entire period of the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<http://sacc.pwgsc.gc.ca/sacc/query.do?lang=en&id=r&date=current&title=&detail=&type=all&action=search>

- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml

3. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 01, 2013 to December 31, 2014.

4. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*
Public Works and Government Services Canada
Acquisitions Branch

Directorate: Real Property Contracting

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

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

The Project Authority is the representative of the department or agency (Departmental Representative) 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.

5. Identified users

The Identified User authorized to make call-ups against the Standing Offer is :
Department of National Defence, Cold Lake, Alberta

6. Call-up Procedures

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

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

Solicitation No. - N° de l'invitation

EW076-131462/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

PWGSC

File No. - N° du dossier

PWU-2-35214

CCC No./N° CCC - FMS No/ N° VME

7. CALL-UP INSTRUMENTPublic Works and
Government Services
CanadaTravaux 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 No. _____	Call-up no. - No de commande
Dated _____ and the terms and conditions therein, you are Requested to carry out the worked 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
Fax No. ()		attention:
Project no. - No 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/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux	
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)

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$150,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the sSupplemental general conditions;
- g) Annexes:
 - Annex A, Statement of Work and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
 - Annex B, Basis of Payment;
 - Annex C, Health & Safety Requirements - Northwest Territories;
 - Annex D, Periodic Usage Report Form;
 - Annex G, Comprehensive Land Claim Agreements;
- h) the Offeror's offer Annex E, dated _____ (insert date of offer);

11. Certifications

12.1 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.

12. 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 the province of work.

13. Estimates

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

PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
 - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
 - (b) General Conditions:

(i)	GC1	General Provisions	R2810D	(2012-07-16);
(ii)	GC2	Administration of the Contract	R2820D	(2012-07-16);
(iii)	GC3	Execution and Control of the Work	R2830D	(2010-01-11);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2010-01-11);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2008-05-12);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC9	Insurance	R2590D	(2011-05-16);
 - (c) Supplementary Conditions, if any;
 - (d) Fair Wages and Hours of Labour - Labour Conditions R2940D (2012-07-16);
 - (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
 - (f) Schedules of Wage Rates for Federal Construction Contracts;
 - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (i) 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 in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=r&date=current&ttrl=&detail=&type=all&action=search>
 - 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:

http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml
- NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.*
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

- 5) General Condition GC1, General Provisions (R2810D) add subsection GC1.20 "Code of Conduct and Certifications - Contract" as follows.

GC1.20 Code of Conduct and Certifications - Contract (2012-07-16)

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms. (2012-09-05)
5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
- a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
 - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act,
- or
- g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source.
- 6) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .

7) Interpretation

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

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

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

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

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

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

1. SUPPLEMENTAL CONDITIONS

INSERT the following supplementary conditions in the resulting General Conditions:

1.1. T1204 - Direct Request by Customer Department

- 1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

1.2. Periodic Reports

- 1.2.1 The Offeror shall provide to the Contracting Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing offer.

2. Term of Contract

2.1 Period of the Contract

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

3. Payment

1.3. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

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

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
 - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
 - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
 4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
 - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
 - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
 5. Upon completion of the Work in the progress claim, the Contractor may be requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
 6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
 7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

4.1 Basis of Payment - see Annex B**4.2 Limitation of Price**

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

4.3 Payment of Invoices by Credit Card

The credit cards _____ and _____ are accepted.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D (2010-01-11) will not apply to payments made by credit cards.

Solicitation No. - N° de l'invitation

EW076-131462/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

PWGSC

File No. - N° du dossier

PWU-2-35214

CCC No./N° CCC - FMS No/ N° VME

ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	Code of Conduct Certifications - List
Annex G	Comprehensive Land Claim Agreements

Solicitation No. - N° de l'invitation

EW076-131462/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC

PWU-2-35214

ANNEX A

STATEMENT OF WORK - REFER TO THE ATTACHMENT 1 (ATT1) Specifications Package (DSP)

ANNEX B**.1 Basis of Payment**

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

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

.1 Hourly Rates:

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

See attached for details

Total Estimated Cost - Limitation of Expenditure: \$150,000.00 (GST/HST extra)

ANNEX C

MANDATORY HEALTH AND SAFETY - *for Work in the Northwest Territories*

1.) SPECIAL INSTRUCTIONS TO OFFEROR'S (SI):

WCB AND SAFETY PROGRAM

1. The recommended Offeror shall provide to the Contracting Authority, prior to Standing Offer issue:
 - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission 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 Offeror 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 (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) 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/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories 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 Principal 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 Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal 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.

NORTHWEST TERRITORIES

Workers' Safety and Compensation
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer

Telephone: (867) 669-4418
Facsimile: (867) 873-0262

Solicitation No. - N° de l'invitation

EW076-131462/A

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

PWGSC

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35214

Buyer ID - Id de l'acheteur

pwu909

CCC No./N° CCC - FMS No/ N° VME

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations 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 ten (10) 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

Solicitation No. - N° de l'invitation

EW076-131462/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC

PWU-2-35214

ANNEX D Periodic Usage Report Form

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Sylvia Mayhew	(780) 497-3510	sylvia.mayhew@pwgsc-tps.gc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Telus Plaza North
5th Floor, 10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call-up #	TOTAL BILLIN G

NIL REPORT: We have not done any business with the federal government for this period _____.

PREPARED BY:

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

ANNEX E OFFER

Description of Work: Inuvik, NT
Various Projects, PWGSC
Flooring Services Standing Offer

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.

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

3. FINANCIAL TERMS

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

.6 Pricing

.1 The prices requested in the Offer are:

- .1 price per m2 for items 1-3;
- .2 price per m for items 4 & 5;
- .3 hourly rates for regular hours for items 6 a. & b.
- .4 mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation for item 7.

.2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

.3 It is considered that regular hours of work fall between 0700 and 1800 hours, Monday to Friday.

4. PRICES

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

4.1 Unit Price Schedules - Rates

1. All submitted quotes for items 1, 2 and 3 are to be based on a price per m2 and include all work stated in Division 1, Section 022221 and the section applicable to the type of Flooring Carpet (Section 09680), Resilient Flooring (Section 09652), Laminate Flooring (Section 09644).

SCHEDULE A) Initial Year

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price	
				\$ ¢	\$ ¢	
1.	Carpet	m2	600	\$_____ m2	\$	
2	Resilient Flooring	m2	250	\$_____ m2	\$	
3	Laminate Flooring	m2	400	\$_____ m2	\$	
4	Colonial Wood Baseboard	m	150	\$_____ m	\$	
5	Rubber Baseboard	m	60	\$_____ m	\$	
6	Labour only in addition to the above: Hourly rate, including travel time and all related expenses: Journeyman Floorcovering Insaller: Labourer:	hrs hrs	25 25	\$_____ hr \$_____ hr	\$ \$	
7.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$300.00. =)		n/a	\$300.00	_____ %	\$
Sub Total A): Estimated Total Amount 1st Year GST/HST Extra						\$

continued

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
1.	Carpet	m2	600	\$_____ m2	\$
2	Resilient Flooring	m2	250	\$_____ m2	\$
3	Laminate Flooring	m2	400	\$_____ m2	\$
4	Colonial Wood Baseboard	m	150	\$_____ m	\$
5	Rubber Baseboard	m	60	\$_____ m	\$
6	Labour only in addition to the above: Hourly rate, including travel time and all related expenses: Journeyman Floorcovering Insaller: Labourer:	hrs hrs	25 25	\$_____ hr \$_____ hr	\$ \$
7.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$300.00. =)		n/a	\$300.00	_____ %
Sub Total B): Estimated Total Amount Year 2 GST/HST Extra					\$

Continued

4.1 Unit Price Schedules - Rates (continued)**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year)

Col. 1	Col. 2	Col. 3
Sub Total SCHEDULE A) Initial Year Term	Sub Total SCHEDULE B) 2nd Year	Total Evaluated Price (col.1 + col.2 = col.3)
\$ _____	\$ _____	\$ _____ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

Solicitation No. - N° de l'invitation

EW076-131462/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu909

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

PWGSC

File No. - N° du dossier

PWU-2-35214

CCC No./N° CCC - FMS No/ N° VME

ANNEX F
Code of Conduct Certifications

**COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF
DIRECTORS**

NOTE TO OFFEROR'S: LEGIBLY PRINT OR TYPE DIRECTOR' SURNAMES AND GIVEN NAMES

ANNEX G

Comprehensive Land Claims Agreements

- .1 The following Comprehensive Land Claims Agreements apply to this procurement as detailed below:
 - Gwich'in Comprehensive Land Claim Agreement: for deliveries to Inuvik in the Northwest Territories (NT)
 - Inuvialuit Final Agreement: for deliveries to Inuvik in the Northwest Territories (NT)
- .2 The total maximum assessed points for benefits under the Inuvialuit Settlement Area Bid Criteria and Gwich'in Settlement Area Bid Criteria will not exceed 10 points.
- .3 In this requirement the "Representations" will allow for up to a maximum of 10% increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the Inuvialuit Settlement Region Bid Criteria, and the Gwich'in Settlement Region Bid Criteria. This provides for socioeconomic benefits in the regions.
- .4 Assessed points for socioeconomic benefits will be only allocated for responsive submissions.
- .5 The GCLCA and the IFA are available at the following Aboriginal Affairs and Northern Development Canada web site: <http://www.ainc-inac.gc.ca/al/ldc/ccl/fagr/index-eng.asp>

A) Gwich'in Comprehensive Land Claim Agreement (1992)

The requirements of the Gwich'in Comprehensive Land Claim Agreement (<http://www.gwichin.nt.ca/documents/GCLCA3.pdf>) will apply to the proposed procurement. Offeror's are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 10 of the Gwich'in Comprehensive Land Claim Agreement (GCLCA).

In compliance with the requirements of Chapter 10 - Economic Measures, of the Gwich'in Comprehensive Land Claim Agreement, the following conditions shall apply in the issuance of any Standing Offer resulting from this solicitation:

Gwich'in Settlement Area Bid Criteria

Offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Gwich'in Representations" will allow for maximum of 5 points increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region. The points will be awarded on an "All or Nothing" basis. For example, if there is one or more offices in the Gwich'in Settlement area - 2 points will be awarded. If there are no offices in the Gwich'in Settlement area - no points will be awarded.

BID CRITERIA	AVAILABLE POINTS
The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Gwich'in.	1 Point
The employment of Gwich'in labor, engagement of Gwich'in professional services.	2 Points
The use of suppliers that are Gwich'in or Gwich'in firms in carrying out the contract.	2 Points
TOTAL POSSIBLE POINTS	5 Points

For purposes of interpretation:

- "Gwich'in" is defined in Article 2.1.1 of the GCLCA;
- "Gwich'in firm" means a firm listed on the Gwich'in Business Directory (www.gwichin.nt.ca/DirectoryCategoryListing);

B) Inuvialuit Final Agreement (1984)

The requirements of the Inuvialuit Final Agreement (http://www.wmacns.ca/pdfs/1_IFA.pdf) will apply to the proposed procurement. Offeror's are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Section 16, of Part 1 of the Inuvialuit Final Agreement (IFA).

In compliance with the requirements of Section 16 - Economic Measures, of the Inuvialuit Final Agreement the following conditions shall apply in the issuance of any Standing Offer resulting from this solicitation:

Inuvialuit Settlement Region Bid Criteria

Offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Inuvialuit Representations" will allow for up to a maximum of 5 points increase adjustment to a proponent's overall total score, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region. The points will be awarded on an "All or Nothing" basis. For example, if there is one or more offices in the Inuvialuit land claim area - 2 points will be awarded. If there are no offices in the Inuvialuit land claim area - no points will be awarded.

BID CRITERIA	AVAILABLE POINTS
The undertaking of commitments, under the contract, with respect to on-the-job training opportunities or skills development for Inuvialuit.	1 Point
The employment of Inuvialuit labor, engagement of Inuvialuit professional services.	2 Points
The undertaking of local Inuvialuit businesses or firms in carrying out sub-contracting.	2 Points
TOTAL POSSIBLE POINTS	5 Points

For purposes of interpretation:

- "Inuvialuit" is defined in chapter 2 of the IFA;
- "Inuvialuit business or firm" is as defined under "Inuvialuit" in Article 16(1) of the IFA, or as listed on the Inuvialuit Business List (www.irc.inuvialuit.com/corporate/ibl/)

For more information on the contents of these lists, please contact:

Inuvialuit Development Corporation
P.O. Bag # 7
Inuvik, NT X0E 0T0
Telephone: 867-777-2419
Facsimile: 867-777-3256

Inuvialuit Regional Corporation
P.O. Box 2120
Inuvik, NT X0E 0T0
Telephone: 867-777-2737
Facsimile: 867-777-2135

Evaluation and Assessment - Submission Requirements -

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Inuvialuit Representations" and/or "Gwich'in Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the offer submission.

The Minister reserves the right to verify any information provided in the "Inuvialuit Representations" and/or "Gwich'in Representations" and that untrue statements may result in the offer being declared non-responsive.

Include the Comprehensive Land Claim Agreement information with the Offer.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- the Minister relies upon the "Inuvialuit Representations" and/or "Gwich'in Representations" to evaluate offers; and
- the "Inuvialuit Representations" and/or "Gwich'in Representations" shall become covenants under any contract(s) resulting from this solicitation.

Liquidated Damages

1. The contractor acknowledges that:

1.1 the Request for Standing Offer (RFSO) and this Contract fall within the ambit of the Agreement Between the Inuvialuit of the Inuvialuit Settlement Area and Her Majesty the Queen in right of Canada (the "Inuvialuit Agreement"); and, Gwich'in of the Gwich'in Settlement Area and Her Majesty the Queen in right of Canada (the "Gwich'in Agreement"); and

1.2 pursuant to Section 16. of the "Inuvialuit Agreement", the bid criteria included in the RFSO and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The undertaking of commitments, under the contract, with respect to on-the-job training opportunities or skills development for Inuvialuit;

1.2.2 The employment of Inuvialuit labor, engagement of Inuvialuit professional services; and

1.2.3 The undertaking of local Inuvialuit businesses or firms in carrying out sub-contracting

1.3 pursuant to Chapter 10 of the "Gwich'in Agreement", the bid criteria included in the RFSO and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.3.1 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Gwich'in;

1.3.2 The employment of Gwich'in labor, engagement of Gwich'in professional services; and

1.3.3 The use of suppliers that are Gwich'in or Gwich'in firms in carrying out the contract.

2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Inuvialuit Representations") as contemplated in paragraph 1.2 above in its offer for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

2.1

2.2

2.3

2.1 The contractor acknowledges and confirms that it made the following commitments (collectively the "Gwich'in Representations") as contemplated in paragraph 1.3 above in its offer for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

2.1

2.2

2.3

3. The contractor acknowledges that the "Inuvialuit Representations" & "Gwich'in Representations":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Inuvialuit Representations" and/or "Gwich'in Representations", Her Majesty shall be entitled to terminate the contract or in its sole discretion set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Inuvialuit Representation" & "Gwich'in Representations", in paragraph 3.2

5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

6. A bi-annual report showing items 1.2 & 1.3 will be requested to ensure compliance with the Inuvialuit Agreement & the Gwich'in Agreement.