

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> TENT REPAIRS	
<b>Solicitation No. - N° de l'invitation</b> W0113-110567/A	<b>Date</b> 2012-02-27
<b>Client Reference No. - N° de référence du client</b> W0113-110567	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-014-5872
<b>File No. - N° de dossier</b> TOR-1-34338 (014)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-04-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grozdanovski, Tase	<b>Buyer Id - Id de l'acheteur</b> tor014
<b>Telephone No. - N° de téléphone</b> (905)615-2080 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Construction Engineering Officer 16 Ramillies Rd (Bldg P-154) BORDEN Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> 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**

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

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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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, 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

To furnish all labour, materials, tools, equipment and transportation required to repair Freestanding Buildings, various locations, for the Department of National Defence (DND) located at Canadian Forces Base (CFB) Borden, Borden, Ontario on an "as and when requested" basis during the period of the Standing Offer. Currently there are over 400 Freestanding Buildings.

The period for Standing Offer is from Standing Offer award for a period of 1 year, with an option to extend the Standing Offer by two additional 1 year periods.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### 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 (2011-05-16) 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

## **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.

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

## **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## **5. Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on 14 March 2012 at 10am at:

CFB Borden  
Base Construction Engineering  
16 Ramillies Road, Rm 235  
Borden, Ontario

Bidders must communicate with the Contracting Authority no later than 4 days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will

be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 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 (2 hard copies)

Section II: Financial Offer (2 hard copies)

Section III: Certifications ( 1 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 the Annex B, Basis of Payment.

#### 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. Technical Evaluation****1.1.1 Mandatory Technical Criteria**

The bidder must demonstrate experience working with freestanding buildings, by detailing 2 previous projects that the bidder has completed.

**1.2 Financial Evaluation**

1.1.1 The Bidder must complete and submit with its bid, Annex B - Basis of Payment.

1.1.2 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

1.1.3 The price used for evaluation will be calculated as follows:

Evaluated Price = Estimated usage X Unit prices

**2. Basis of Selection****2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the 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 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the 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.

2. If the Offeror does not fall within the exceptions enumerated in 3.( a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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 the 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), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

## 1.2 Former Public Servant Certification

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

### 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 (2011-05-16) 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 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 against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

#### **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 \_\_\_\_\_ period, from \_\_\_\_\_ to \_\_\_\_\_ 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 \_\_\_\_\_ 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: Tase Grozdanovski  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region  
33 City Centre Dr., Ste. 480  
Mississauga, ON  
L5B 2N5

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 provided at time of award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

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: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail address: \_\_\_\_\_

### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence (DND), Base Construction Engineering, and their delegated representatives at CFB Borden.

### 6. 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.

### 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

### 8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (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 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.

### 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 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2011-05-16) General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- 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.

**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 Ontario.

**12. SACC Manual Clauses**

A9006C (2008-05-12) Defence Contract  
M3800C (2006-08-15) Estimates

**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**

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2011-05-16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

**3. Term of Contract****3.1 Delivery Date**

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

**4. Payment****4.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

## 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 Multiple Payments

SACC Manual clause H1000C (2008-05-12) Multiple Payments

## 4.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## 4.5 Payment by Credit Card

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.

Each invoice must be supported by:

(a) a copy of time sheets to support the time claimed;

(b) a copy of the release document and any other documents as specified in the Contract;

(c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

Solicitation No. - N° de l'invitation

W0113-110567/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor014

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

W0113-110567

File No. - N° du dossier

TOR-1-34338

CCC No./N° CCC - FMS No/ N° VME

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(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6. Insurance**

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

## **7. SACC Manual Clauses**

A9039C (2008-05-12) Salvage

A9062C (2011-05-16) Canadian Forces Site Regulations

B1501C (2006-06-16) Electrical Equipment

**ANNEX "A"****STATEMENT OF WORK****Requirement**

To furnish all labour, materials, tools, equipment and transportation required to repair Freestanding Buildings, various locations, for the Department of National Defence (DND) located at Canadian Forces Base (CFB) Borden, Borden, Ontario on an "as and when requested" basis during the period of the Standing Offer. Currently there are over 400 Freestanding Buildings.

**Description**

The Freestanding Buildings have a pre-engineered fabric structure; the fabric is a DuraWeave cover and is secured to galvanized steel poles or arches, protected with Gatorshield. Gatorshield is a coating applied to the steel to protect and extend life in the steel. Turbines are constructed from galvanized steel and rotate at the top to remove air from the freestanding building. Doors are wood with a steel covering with a window/screen insert. Windows are complete with screen insert and plastic window insert complete with zipper to allow occupants to open them to allow fresh air to enter. Buildings are completed with 8 windows, 6 windows or 4 windows; number of doors varies from 2 to 6. Freestanding building sizes are 16' x 30', 16' x 20', 40' x 60', 100' x 200'. These are freestanding building as they can be temporary or permanent installation with the ability to disassemble, move, reconfigure and extend at anytime. All freestanding buildings (Cover-All) fabrics arriving and in the past have been Fire Rated.

**Scope of Work**

Work may include the following:

1. Doors: Secure hinges to jamb, secure jamb to U-channel using longer screws, replace damage passage sets; Replace tie backs to hold door open, replace/repair/secure door closures, repair/replace/secure door screens, replace damages window insert; Replace door complete, frame, locks, replace exterior brick mould trim, replace damages interior door casings.
2. Windows: Repair/replace screens and frames, replace damaged clear interior window flaps c/w zipper, replace exterior window flaps and tie downs.
3. Turbines: Oil unit if noisy, replace damages units, use repair fabric and seal interior unit to barrel fabric.
4. Main Tent Barrel Fabric: repair holes in fabric using repair fabric.
5. End (exterior) Fabric: repairs holes in fabric caused by knife cuts or by mice, secure fabric to tent parts.
6. Interior Fabric Panels: (3) parts, two ends and one interior barrel fabric, repair any holes, tears, rips by using our repair kits.
7. Response Time: After receiving a call up, the Contractor is required to be on site within 48 hours, unless instructed differently.

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**Location of Work**

The site locations for the Freestanding Buildings are as follows:

<b>Civic Address at CFB Borden</b>	<b>Quantity</b>	<b>Building Number</b>
45 Maintenance Road	1	Building 0-95
164c Cambrai Road	1	Building 0-97
Between 174 Hangar Road and 146 Hangar Road Camp Griffin Navy Cadets	2	Between Hangars 3 and 5
Blackdown Park Army Cadet Support Training Centre (ACSTC)	400 approx	Various Sites



**ANNEX "B"**  
**BASIS OF PAYMENT**

The Basis of Payment will be in accordance with the following:

1. Firm Pricing: Work performed in an "as and when requested" basis shall be calculated in accordance with the following:

Item	Description	Est Usage	Unit Price
<b>1</b>	<b>Doors – Firm lot price for each to include materials and labour</b>		
1 .a	Secure hinges to jamb, secure jamb to U-channel using longer screws	427	\$_____each
1. b	Replace damaged passage sets	50	\$_____each
1. c	Replace tie backs to hold door open	50	\$_____each
1. d	Replace secure door closures	125	\$_____each
1. e	Replace door screens	854	\$_____each
1. f	Replace damaged window insert	25	\$_____each
1. g	Replace door complete, frame, locks	25	\$_____each
1. h	Replace exterior brick mould trim	25	\$_____each
1. i	Replace damaged interior door casings	30	\$_____each

<b>2</b>	<b>Windows – Firm lot price for each to include materials and labour.</b>		
2. a	Replace screen and frame	443	\$_____ each
2. b	Replace damaged clear interior window flaps c/w zipper	500	\$_____ each
2. c	Replace exterior window flaps and tie downs	201	\$_____ each
<b>3</b>	<b>Turbine – Firm lot price for each to include materials and labour.</b>		
3. a	Oil unit	15	\$_____ each
3. b	Replace damaged unit	2	\$_____ each
3. c	Use repair fabric and seal exterior unit to barrel fabric	100	\$_____ each

2. Repairs to Main Tent Barrel Fabric, End (Exterior) Fabric, Interior Fabric Panels and other Miscellaneous Repairs – “as and when requested” and authorized by the Site Authority only.
- A. Service Calls (including emergency calls) when authorized by the engineer or his representative shall include one hour of on site productive labour, travel expenses and other overhead costs. If the Call-up exceeds one (1) day, no additional Call-up rates will apply.

1. During regular working hours (Monday to Friday)

**Tradesman**

**Helper**

\$\_\_\_\_\_/call

\$\_\_\_\_\_/call

(estimated number of Service Calls)

(30)

(20)

2. Outside regular working hours (Monday to Sunday)

\$\_\_\_\_\_/call

\$\_\_\_\_\_/call

(estimated number of Service Calls)

(10)

(10)

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3. Sunday and Statutory Holidays	\$_____/call	\$_____/call
(estimated number of Service Calls)	(2)	(2)
B. Labour only in addition to article A:		
1. During regular working hours (Monday to Friday)	\$_____/hour	\$_____/hour
(estimated number of hours)	(600)	(400)
2. Outside regular working hours (Monday to Sunday)	\$_____/hour	\$_____/hour
(estimated number of hours)	(80)	(60)
3. Sunday and Statutory Holidays	\$_____/hour	\$_____/hour
(estimated number of hours)	(5)	(5)

Regular working hours are defined as 07:30 a.m. to 4:00 p.m. Monday to Friday inclusive, excluding statutory holidays.

A service call charge will not be applied if Contractor is already in site for other work.

C. Material and replacement parts supplied by the Contractor (other than free issue) will be priced at current Manufacturer's Suggested Retail Price in effect at the time of order less a discount of \_\_\_\_\_ percent. (Estimated material usage \$7500.00)

#### Estimated Usage

The estimated usage for the proposed Standing Offer is based on previous history and forecasted usage of this proposed Standing Offer. This is made in good faith and does not represent an agreement by the Crown for the estimated quantity.