

**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

<b>Title - Sujet</b> Overhead Doors Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W0127-12LP02/A	<b>Date</b> 2012-03-01
<b>Client Reference No. - N° de référence du client</b> W0127-12-LP02	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-002-9316
<b>File No. - N° de dossier</b> EDM-1-34521 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-12</b>	
<b>Time Zone Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Scott, Jasmine	<b>Buyer Id - Id de l'acheteur</b> edm002
<b>Telephone No. - N° de téléphone</b> (780)497-3578 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ENGINEER SERVICES COMPANY EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON ALBERTA T5J4J5 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 Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (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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edm002

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

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Annex "A"	Statement of Work
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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, Insurance Requirements and Standing Offer Usage Report

### 2. Summary

For the provision of all labour, materials, tools, equipment, transportation and supervision necessary for minor repairs, maintenance and replacement of overhead and roll-up doors for the Department of National Defence, Edmonton Garrison, Edmonton, Alberta on an "as required" basis in accordance with the terms and conditions contained herein and with the Statement of Work attached as Annex "A" for three (3) years from Standing offer issuance with two (2) additional one (1) year options to extend.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), 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.

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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 - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **1.1 SACC Manual Clauses**

M0019T (2007-05-25) Firm Price and/or Rates

M1004T (2011-05-16) Materiel

### **2. Submission of Offers**

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

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

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

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

### **4. Applicable Laws**

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

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. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on Tuesday, March 20, 2012, at 0900, Bldg 177 at the Edmonton Garrison Base, Edmonton, Alberta. Bidders are requested to communicate with the Contracting Authority five (5) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. 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: Financial Offer (1 hard copy)  
Section II: 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: 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.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Financial Evaluation

The total evaluated offer price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) Unit prices for items 1 - 10 inclusive will be multiplied by the corresponding estimated usage for each of the three years and the two additional option years in the Basis of Payment, Annex "B";
- (b) The markup or discount in item 11 will be applied to the estimated annual expenditure for each of the three years and the two additional option years in the Basis of Payment, Annex "B";
- (c) The markup or discount in item 12 will be applied to the estimated annual expenditure for each of the three years and the two additional option years in the Basis of Payment, Annex "B";
- (d) The results of the calculations in (a), (b) and (c) above will be added together to obtain the total evaluated bid price.

#### 1.2 SACC Manual Clause M0220T (2007-05-25), Evaluation of Price

### 2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the 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 - \$200,000 or more

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,

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> 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 <http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html> 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.

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

## 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.

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

### **Certification**

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

### **1.3 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to perform the Work 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

###### 2.2.1 Periodic Usage Reports - Standing Offer

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 "D". 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 fifteen (15) calendar days after the end of the reporting period.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for three (3) years from Standing offer issuance.

#### 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 two (2) additional one (1) year periods, from *(to be determined)* and from *(to be determined)*, 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.

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

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Jasmine Scott  
Supply Specialist  
Acquisitions, Western Region  
Department of Public Works and Government Services  
Telus Plaza North,  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6

Telephone: (780) 497-3578  
Facsimile: (780) 497-3510  
E-mail address: jasmine.scott@pwgsc-tpsgc.gc.ca

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

##### **4.2 Project Authority**

*(To be determined at Standing Offer Issuance)*

The Project Authority for the Standing Offer is:

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.

##### **4.3 Offeror's Representative**

*(To be filled in by Offeror)*

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

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Project Authority or other designated representative of Department of National Defence, Edmonton Garrison.

## 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 \$60,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of *\$(to be provided upon Standing Offer issuance)*(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.

## 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) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's 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.

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## 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 Alberta.

## 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 Period of the Contract

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

### 4. Payment

#### 4.1 Basis of Payment

##### 4.1 Basis of Payment - Limitation of Expenditure

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 \$(as per call up document). 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 \$(as per call up document). 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 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
 C0705C (2010-01-11) Discretionary Audit  
 C0710C (2007-11-30) Time and Contract Price Verification  
 C2000C (2007-11-30) Taxes - Foreign-based Contractor  
 H1000C (2008-05-12) Single Payment

#### **4.4 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:

- (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. Foreign Nationals**

##### **6.1 Foreign Nationals (Canadian Contractor) (if issued to a Canadian Contractor)**

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

**OR**

##### **6.2 Foreign Nationals (Foreign Contractor) (if issued to a Foreign Contractor)**

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

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## 7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 8. SACC Manual Clauses

A9006C (2008-05-12) Defence Contract  
A9039C (2008-05-12) Salvage  
A9062C (2011-05-16) Canadian Forces Site Regulations  
B1501C (2006-06-16) Electrical Equipment  
M3800C (2006-08-15) Estimates

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## **ANNEX "A"** **STATEMENT OF WORK**

### **TITLE**

Regional Individual Standing Offer for the supply, installation, minor maintenance and repair of overhead doors, DND Edmonton Garrison, Edmonton, AB

### **REQUIREMENT**

- Work under this Standing Offer covers the supply of all labour, materials, tools, equipment, transportation and supervision as required to carry out minor repairs, maintenance and replacement of all overhead doors both electric and manual and related controls pertaining to all buildings located at the Edmonton Garrison Edmonton, Alberta.

### **PRIOR TO STARTING WORK**

- The Offeror must provide a firm price quote for each requirement, subject to approval, prior to commencement of work.
- Prior to starting any work, the Offeror will report to the Project Authority or designated DND representative in Building 177, (Engineer Services Company), at CFB/ASU Edmonton, Steele Barracks Site.

### **TIME SHEETS**

- Unless indicated otherwise, when the Offeror arrives on the DND site, it is obligatory to communicate with the Project Authority or designated DND representative.
- Timesheets signed by the Offeror and the Project Authority or designated DND representative must be attached to the Offeror's invoices. Failure to receive these timesheets, DND then reserves the right not to proceed with payment of the invoice in question until timesheets have been submitted in accordance with the invoice.

### **RESPONSE TIME FOR SCHEDULED WORK**

- Offeror must reply to an authorized call-up notification within twenty-four (24) hours of receipt of document. The work will be performed within a time frame mutually agreed to by both parties and as stated on the Call-up Against a Standing Offer form, PWGSC 942.
- In case of an emergency the Offeror must reply to an authorized Call-up within four (4) hours and work will commence immediately thereafter.

### **SAFETY REQUIREMENTS**

- Observe and enforce all Construction Safety Measures required by the National Building Code, Workers' Compensation Board and Municipal Statutes and Authorities.
- Where work is performed at a height exceeding the standards in the above codes, the Offeror will provide fall protection systems using existing fall protection anchors, or in their absence, temporary anchors acceptable to the Base General Safety Officer.
- Construct and maintain scaffolding in a rigid and secure manner. Erect independent from walls. Remove when no longer required.
- Welding and use of open flame in or adjacent to DND structures requires approval from the Garrison Fire Chief. Use of explosive actuated fastening devices shall not be used without

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Engineer's written permission. Fire Orders and Regulations for the Offeror form a part of these specifications.

- Provide warning signs as required by the Inspection Authority and the Engineer. It is imperative that a safe working environment is maintained.

### **Qualifications of Workers (general)**

- The Offeror must provide a minimum of one certified worker with working knowledge of mechanical systems and electrical systems.
- Apprentices' ratio must be in accordance with licensing authority regulations.
- All workers on site must be familiar with all safety practices pertaining to general work-site safety and safety in reference to their specific trade.
- All workers must have received WHMIS training.
- These conditions apply to sub-let work.

### **Supervision**

- Provide at the job site one full-time experienced, competent person, capable of and having authority to speak on Offeror's behalf, on day-to-day routine matters, and to ensure adherence to all pertinent safety protocols.
- Only one Contractor, (or trade), allowed on site at one time.

### **Tools**

- Tradesman must have, on site, all required tools normally associated with the trade in which they are employed and which are required to complete the requested work.

### **Equipment**

- Offeror must supply all equipment (e.g. scissor lifts, genie booms), complete with competent operator.

### **Use of Site**

- The Offeror must be readily accessible and available for DND at all times throughout this Standing Offer. All personnel assigned to the site by the Offeror must be properly equipped with cellular telephones to ensure effective communications. Provide DND with all pertinent contact numbers immediately after Standing Offer issuance.
- Movement around the site will be subject to any restrictions imposed by Garrison Commander or Engineer. Do not unreasonably encumber site with materials and equipment.

### **Work Schedule**

- Offeror is to report to the Project Authority before starting any work.
- Regular working hours are between 07:30 to 16:00 hours, Monday through Friday, except statutory holidays.
- Work outside these hours must be approved by Project Authority or a designated DND representative.
- Agreed upon schedules will not be changed without mutual approval of both parties.

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## **Codes and Standards**

- Perform all work in accordance with the latest National Building Code of Canada (NBC), Canadian Electrical Code (CEC), and all other applicable Federal, Provincial and Municipal Codes pertaining to the trades involved in this specification including, but not limited to, safety, labour and construction.

## **Permits**

- Offeror must be in possession of a valid dig permit issued by DND before commencement of excavations or like works. Hand digging is mandatory when working in close proximity to any underground utility.
- Offeror must be in possession of a valid Hot Work Permit issued by DND when performing any cutting, welding or soldering using an open flame.
- All Permits required will be issued once proper signatures are obtained for each individual CF 942 Call-Up Against the Standing Offer, it is the Offerers responsibility to obtain dig clearance from Alberta First call prior to obtaining final signature approvals from DND

## **WHMIS**

- Maintain current copies of WHMIS data sheets on site for products being used.

## **Products/Materials**

- Use new products unless otherwise specified.
- The Offeror must comply with manufacturer's latest printed instructions for materials.
- The Offeror will notify the Project Authority, in writing, of any conflict between the Scope of Work as detailed on CF 942 and the manufacturer's instructions. The Project Authority will designate, in writing, which document is to be followed.
- Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.
- Acceptable Products: Products listed as "Acceptable Products" are to be used as a guide and does not imply exclusion of unlisted manufacturers, models, or materials. Equipment or materials proposed will meet the same standards and performance requirements and approval of the Project Authority or designated DND representative.
- Acceptability of Materials: Acceptable materials are materials that are specified in the CF 942 Call-Up Against the Standing Offer and that fully meet the design criteria. Requests for "acceptance" of materials in addition to those presently established as "acceptable" by the specifications and/or drawings must be submitted with complete supporting data such as a manufacturer's test data and drawings, in one (1) copy to the Project Authority
- Materials and workmanship must conform to or exceed applicable standards of Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and other referenced organizations
- Notify the Project Authority if the estimated cost of repair exceeds 60% of the cost of a new item.
- Supply and temporarily install the parts required for operation during repairs.
- Perform the work in accordance with the operating and maintenance manuals for each device and specific mode. Assume full responsibility for obtaining such manuals.
- Where it is deemed necessary to remove apparatus from the site for shop maintenance or repair. Obtain authorization from the Project Authority or his authorized representative, sign the inventory loan register and assume full liability for apparatus-related damage or losses.

- Before modifying a system, submit for the Project Authority's approval, a modified installation drawing and photocopies of the part distributor's catalogue. This procedure will also serve to update DND drawings and inventories.
- Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
- Material and equipment will be stored in accordance with suppliers' instructions.
- Touch-up damaged factory finished surfaces to Project Authority's satisfaction. Use primer or enamel to match original. Do not paint over nameplates.

### **Examination of Plans, Specifications and Site**

- The submission of an estimate or quote will be considered evidence that the Offeror has made an investigation of the work and has become familiar with the site and conditions to be encountered in performing the work and the requirements of the plans and specifications.
- The Project Authority or designated DND representative may furnish additional drawings to the Offeror to assist the proper execution of the work. These additional drawings will be issued for clarification purposes only. Such drawings will have the same meaning and intent as if they were included with the original drawings.

### **Smoking**

- Smoking is NOT PERMITTED in DND Buildings.

### **Power and Water**

- DND can temporarily provide free of charge, the use of existing electric power and water for construction purposes when available. The use of these services is subject to termination without notice due to DND requirements, without the acceptance of any liability for damage or delay.
- The Project Authority or designated DND representative will confirm connection locations and supply resource availability on site. The Offeror must solicit written permission from the Project Authority or designated DND representative, prior to any connection.
- All temporary connections will be executed in accordance with the applicable Federal Codes involved, unless specified otherwise.
- The Offeror will provide at no cost to DND all labour, temporary connections, equipment and lines to bring these services required, to the project site.

### **Execution of Work**

- Use of explosive actuated fasteners is NOT ALLOWED without the written consent of the Project Authority.
- Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated. All questions must be addressed to the Project Authority.
- Supply such devices as required to facilitate the inspection or work.
- Execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with Project Authority to facilitate execution of work.
- If security or weather protection has been reduced by work of the Offeror, the Offeror will provide temporary means to maintain security or protection.
- The Offeror will accept liability for and make good damages to DND material, property, structures, or equipment caused by the Offeror.
- Provide temporary dust screens, barriers, warning signs in locations where work is adjacent to normal building operations.

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- Execute cutting (including excavation), fitting and patching of work that may be required to make work fit properly together to receive or be received by other work.
  - When existing work is altered or cut, patch and make good to match existing, adjacent surfaces.
  - Obtain approval from the Project Authority before cutting, coring or installing sleeves in load-bearing members.
  - Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.
  - Fit work tightly to pipes, sleeves, ducts and conduits.
  - Upon project completion, provide one set of "As-Built Drawings" to identify locations of equipment and material and changes in the work if required.
  - The word "provide" will mean "supply and install". The word "indicated" will mean "as shown on the drawings and/or noted in the CF 942 Call-Up Against the Standing Offer".

### **Cleaning During Installation**

- Clean work-site daily of accumulated debris.
- Provide on-site dump containers for collection of waste materials, and debris.
- Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.
- Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

### **Final Cleaning**

- Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from interior and exterior finished surfaces including glass and other polished surfaces.
- Broom clean smooth floors and paved surfaces; vacuum construction dust from carpeting; rake clean other surfaces of grounds.
- Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

### **Disposal of Wastes**

- Do not bury rubbish and waste materials on site unless approved by Project Authority.
- Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- All waste materials to be discarded off of DND property unless otherwise directed by the Project Authority.

### **Warranty**

- The Offeror will warrant all materials and workmanship for a period of one year after date of acceptance. If at any time during this period any portion of the work requires repairs by reason of faulty material or workmanship, the DND will notify the Offeror that such repairs are necessary. Repairs will be carried out in a timely manner.

### **Fire Safety**

- Offerors and their personnel will familiarize themselves with the area in which they are working making note of locations of alarm stations, hose cabinets, exits, telephones and the like.
- Base Fire Hall phone numbers are:

Emergency --- 911 or base local 4333

Information – base local 4434

- Offerors will be responsible to obtain “hot work” permits from the Base Fire Hall prior to using any flame producing cutting device on the work site.

### **Fires**

- Fires and burning of rubbish on site will not be permitted.

### **Civil General:**

- The Offeror is to remediate any damages incurred in the performance of repairs to overhead doors. Said remediation must be suitable to the Project Authority or designated DND representative.
- The location of fixtures, apparatus, outlets, underground utilities, etc., indicated or specified will be considered as approximate. Completeness and accuracy are not guaranteed. The actual location will be as directed and required to suit conditions at the time of installation and as is reasonable. Before installation, inform the Project Authority or designated DND representative of the impending installation and consult with Project Authority or designated DND representative for actual location.
- Where work under this Standing Offer Agreement involves breaking into or connecting to existing services, carry out work at times directed by governing authorities with a minimum of disturbance to pedestrian and vehicular traffic and to the occupants and function of the existing building. Provide as and when required, barriers, flashing lights, signs and the like.
- All dimensions will be verified on site by the Offeror and approved by the Project Authority or designated DND representative.
- Offeror will provide shop drawings for all equipment and material.

### **Shop Drawings**

- If required, submit shop drawings in accordance with instructions as detailed in request for quote. The submittal of drawings are to be delivered with invoice prior to processing for payment

### **Closeout Submittals**

- Submit maintenance data for incorporation into Operation and Maintenance Manuals. Include Troubleshooting guide.

### **Mechanical Products:**

All replacement components below must match existing. In the event the new component does not match existing specifications, provide the Project Authority or designated DND representative with detail shop drawings of new part, for approval.

### **Quantities**

- To date: (approximate)
  - .1 Manually operated - 350 units.
  - .2 Power operated - 100 units.

**Work Included**

- Servicing, including lubrication, adjusting, calibrating.
- Repairs to include replacement of panels of sectional doors as and when required. Doors to be primed and painted (2 coats) as per existing colours.
- Emergency repairs, "as required".

**Service Calls**

## Minor Repair Service Calls:

- Once the Offeror is notified of the requirement, work will commence on acceptance of the CF 942 Call-Up Against the Standing Offer.
- The Offeror will provide service during regular working hours between (0730-1600 hours) when requested by the Project Authority or DND representative.
- The Offeror must provide a 24/7 means of communication to the Project Authority or designated DND representative.
- All service calls will be confirmed by a "Call-Up Against a Standing Offer" requisition form issued by the Project Authority or DND representative.
- The Offeror will pick up this requisition form prior to attending to the service call during working hours and at no time will the Offeror enter or leave the Base without reporting to the Project Authority.
- The requisition form will specify the location, the type of repair and a general scope of work the Offeror is expected to perform.
- If repairs other than those requested are required, the Offeror will notify the Project Authority giving full details of the additional scope of work and obtain the approval of the Project Authority prior to carrying out the additional work.

### ANNEX "B" BASIS OF PAYMENT

- Unit Prices are to include ALL applicable expenses, including travel time and personnel expenses, to perform the work and are to remain firm for the period of the Standing Offer.
- Only one service call charge for each call up and one service call charge for each working day will be accepted, unless otherwise approved in advance by the Department of National Defence. Several work orders may be connected to a single service call. Should the work carry over to subsequent days, the labour rates will only apply.
- GST is not included in prices shown. GST will be added to any invoices as a separate item.
- A percentage mark-up on parts and materials must be provided otherwise it will be taken as zero.
- Estimated usages are for evaluation purposes only. Actual usage may vary from amounts shown.
- For work carried over to subsequent days, accommodations will be reimbursed as per Travel Directive Policy. The current Travel Directive Policy is available at: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> . Accommodation costs are not to include a mark-up and must be supported with receipt(s).

Item	Description	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	Estimated Annual Usages
1	Service call, Monday - Friday during regular working hours, including the first hour of on-site, productive labour: <b>One technician</b>	_____/call	_____/call	_____/call	_____/call	_____/call	30 calls
2	Service call, Monday - Friday during regular working hours, including the first hour of on-site, productive labour: <b>Two technicians</b>	_____/call	_____/call	_____/call	_____/call	_____/call	20 calls
3	Hourly labour rate, in addition to the above, for calls exceeding one hour Monday - Friday during regular working hours: <b>One Technician</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	1 hour

4	Hourly labour rate, in addition to the above, for calls exceeding one hour Monday - Friday during regular working hours: <b>Two Technicians</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	1 hour
5	Service call, Monday - Friday outside regular working hours, including the first hour of on-site, productive labour: <b>One Technician or Two Technicians</b>	_____/call	_____/call	_____/call	_____/call	_____/call	12 calls
6	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour Monday - Friday outside regular working hours: <b>One Technician</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	12 hours
7	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour Monday - Friday outside regular working hours: <b>Two Technicians</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	24 hours
8	Service call, including the first hour of on-site, productive labour, weekends and statutory holidays : <b>One Technician or Two Technicians</b>	_____/call	_____/call	_____/call	_____/call	_____/call	10 calls
9	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, weekends and statutory holidays: <b>One Technician</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	8 hours

10	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, weekends and statutory holidays: <b>Two Technicians</b>	_____/hour	_____/hour	_____/hour	_____/hour	_____/hour	12 hour
11	Miscellaneous Material such as springs, bearing, etc., will be supplied at Offeror's cost plus a mark-up of ____ %. <b>OR</b> Miscellaneous Material such as springs, bearing, etc., will be supplied at a discount of ____ %.  Verification of Offeror's cost to be provided upon request of the Project Authority.	_____%	_____%	_____%	_____%	_____%	\$20,000.00
12	Materials as supplied such as overhead doors, will be supplied at Offeror's cost plus a mark-up of ____ %. <b>OR</b> Materials as supplied such as overhead doors, will be supplied at a discount of ____ %.  Verification of Offeror's cost to be provided upon request of the Project Authority.	_____%	_____%	_____%	_____%	_____%	\$40,000.00

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## **ANNEX "C" INSURANCE REQUIREMENTS**

### **A) Commercial General Liability Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **B) Automobile Liability Insurance**

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

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

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

(e) OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire.

