

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
401-1230 Government St.  
Victoria  
BC  
V8W 3X4  
Bid Fax: (250) 363-3344

**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 - Pacific  
Region  
800 Burrard Street, 12th floor  
800, rue Burrard, 12e étage  
Vancouver  
British C  
V6Z 2V8

<b>Title - Sujet</b> Concrete Repair SOA	
<b>Solicitation No. - N° de l'invitation</b> EZ108-130343/A	<b>Date</b> 2012-10-11
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-011-6818
<b>File No. - N° de dossier</b> PWY-2-35042 (011)	<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 2012-11-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anderson, Elaine PWY	<b>Buyer Id - Id de l'acheteur</b> pwy011
<b>Telephone No. - N° de téléphone</b> (250)363-3298 ( )	<b>FAX No. - N° de FAX</b> (250)363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Esquimalt Graving Dock - Victoria, B.C.	
<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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## REQUEST FOR STANDING OFFER (RFSO)

### IMPORTANT NOTICE TO OFFERORS

**IMPORTANT CHANGES HAVE BEEN BROUGHT, refer to GI01 of the General Instructions to Offerors also Appendice 1 for requirements related to the Code of Conduct for Procurement.**

**CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE**

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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Solicitation No. - N° de l'invitation

EZ108-130343/A

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35042

Buyer ID - Id de l'acheteur

pw011

CCC No./N° CCC - FMS No/ N° VME

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**CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)**

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**APPENDIX 2 - STATEMENT OF WORK**

**APPENDIX 3 - PRICE PROPOSAL FORM**

**APPENDIX 4 - PERIODIC REPORTS**

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## **SPECIAL INSTRUCTIONS TO OFFERER'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize one (1) Standing Offer, for a period of 3 years. The total dollar value of all Standing Offers is estimated to be \$840,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$100,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

- 1) Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five [5] calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

### **SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

1. The Contracting Authority for this Request for Standing Offer is:

Elaine Anderson  
Public Works and Government Services Canada  
Acquisitions, Real Property Contracting  
401-1230 Government St.  
Victoria, BC V8W 3X4  
Phone: (250)363-3298; Fax. (250)363-0395  
E-Mail: elaine.anderson@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

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2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **SI04 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

#### **SI05 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

#### **SI06 SITE VISIT - Optional**

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on 24 October, 2012 at 10 AM. Meet at the Project Trailer. Offerors may be requested to sign an attendance form. Offerors 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 Request for Standing Offer resulting from the site visit will be included as an amendment to the RFSO.

**\* Please contact Bob Desmarais at (250)363-0274 with the names of the attendees prior to the site visit in order to give the names to the Commissionaire at the gate.**

#### **SI07 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors". The facsimile number for receipt of revisions is (250)363-3344.

#### **SI08 OFFER VALIDITY PERIOD**

- 1) The offer cannot be withdrawn for the period of 60 days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 1) of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.

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- 4) If the extension referred to in paragraph 1) of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
- (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender.
- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

### **SI09 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) \_\_\_\_\_  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357) \_\_\_\_\_  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts \_\_\_\_\_  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

## GENERAL INSTRUCTIONS TO OFFERORS (GI)

### GI01 CODE OF CONDUCT AND CERTIFICATIONS

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.

2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

3. For the purpose of this section, business concerns, organizations and individuals are Offeror's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

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

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

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5. The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this offer solicitation.
6. By submitting an offer, the Offeror certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer arising from this RFSO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
- a. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52( False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
  - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - d. section 239 (False or deceptive statements) of the Income Tax Act, or
  - e. section 327 (False or deceptive statements) of the Excise Tax Act, or
  - f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

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9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Offeror must provide with its offer a certified copy of confirming documentation from an official source

## **GI02 COMPLETION OF OFFER**

- 1) The offer shall be
- a) Submitted in accordance with the instructions contained in the RFSO;
  - b) correctly completed in all respects;
  - c) signed by a duly authorized representative of the Offeror; and
  - d) accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
- 2) Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the RFSO, facsimile copies of bids are not acceptable.

## **GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR**

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

## **GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX**

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Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any offer security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Offeror, and shall be paid to the Offeror in addition to the amount approved by Canada for work performed under the Contract. The Offeror shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

#### **GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

#### **GI07 SUBMISSION OF OFFER**

- 1) Canada requests that offerors provide their offer as follows:
  - Front page of tender package
  - Appendix 1: List of Bidders Board of Directors
  - Appendix 3: Price Proposal form.
  
- 2) Canada requests that offerors follow the format instructions described below in the preparation of their offer.
  - (a) use 216 mm x 279 mm (8.5 x 11 inch) paper;
  - (b) use a numbering system that corresponds to that of the Request for Standing Offers;
  
- 3) Offerors must submit their financial offer in accordance with Appendix 3 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable. The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - (a) Solicitation Number;
  - (b) Name of Offeror;
  - (c) Return address; and
  - (d) Closing Date and Time.

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The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

- 4) Timely and correct delivery of offers is the sole responsibility of the Offeror.

#### **GI08 REVISION OF OFFER**

- 1) An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2) A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

#### **GI09 REJECTION OF OFFER**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI10, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
  - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

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- f. with respect to current or prior transactions with Canada
- i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
  - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI10, Canada may consider, but not be limited to, such matters as:
- a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1., 2. and 3. of GI10, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offering prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. Of GI10, other than subparagraph 2.a. of GI10, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Bidders

#### **GI10 OFFER COSTS**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well

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as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### **GI11 PROCUREMENT BUSINESS NUMBER**

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

#### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

#### **GI13 APPROVAL OF ALTERNATIVE MATERIALS**

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

#### **GI14 PERFORMANCE EVALUATION**

- 1) Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
- 2) The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

#### **GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

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- 1) In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
    - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
    - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
  - 2) The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
  - 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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## STANDING OFFER PARTICULARS

### SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not obligate or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d) the Standing Offer cannot be assigned or transferred in whole or in part;
  - e) the Standing Offer may be set aside by Canada at any time.

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from the start date identified on the Standing Offer to 31 October, 2015.

### SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$100,000.00 (GST or HST included).

### SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
  - a) The Departmental Representative will establish the scope of services to be performed.
  - b) For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified

including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision as offered in the RFSO including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1) The following are the call-up's contract documents:
  - (a) The call up against the Standing Offer, including any annexes;
  - (b) General Conditions and clauses :
 

GC1 General Provisions	R2810D	(2012-07-16);
<u>As amended by paragraph 5)</u>		
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 Insurance	R2590D	(2011-05-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
  - (c) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 4) The language of the contract documents is the language of the Price Proposal Form submitted.
5. GC1.20 Code of Conduct and Certifications - Contract
 

Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications - Contract"

  1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
  2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a

termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.

5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

- a. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) under the Competition Act, or

b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

d. section 239 (False or deceptive statements) of the Income Tax Act, or

e. section 327 (False or deceptive statements) of the Excise Tax Act, or

f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

121, 124,  
offences  
confirming

8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or under the Financial Administration Act, the Contractor must provide a certified copy of documentation from an official source..

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**APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE  
BIDDER'S BOARD OF DIRECTORS**

**NOTE TO BIDDERS  
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS**

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## **APPENDIX 2 - SCOPE OF WORK**

Please see separate attachment.

## APPENDIX 3 - PRICE PROPOSAL FORM

.1 Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.

.2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.

.3 The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.

.1 However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.

.2 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.

### .3 Pricing

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

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

replacement parts relating to the delivery of labour.

## 4. PRICES

The Offeror agrees that the following are the prices referred to above:

### 4.1 Unit Price Schedules - Rates

### A) Years 1 & 2

Item	Class of Labour, material or plant	Unit	Estimated Quantity	Unit Price	Estimated total price
1	Saw cutting, horizontal	Linear Meter	148	\$	\$
2	Saw cutting, vertical	Linear Meter	452	\$	\$
3	Concrete removal	M3	24	\$	\$
4	Supply concrete	M3	12	\$	\$
5	Place concrete	M3	12	\$	\$
6	Supply Shotcrete	M3	12	\$	\$
7	Place Shotcrete	M3	12	\$	\$
8	Supply and Install Dowles	Each	1,332	\$	\$
9	Contractor's mark up on allowance for unspecified material, replacement parts, required permits and certificates (\$26,676.00 + % mark up = )		\$26,676.00	_____% Mark up	\$
<b>Sub Total A - Estimated Total Value Amount - Years 1 &amp; 2 (GST/HST Extra)</b>					

### B) Year 3

Item	Class of Labour, material or plant	Unit	Estimated Quantity	Unit Price	Estimated total price
1	Saw cutting, horizontal	Linear Meter	74	\$	\$
2	Saw cutting, vertical	Linear Meter	226	\$	\$
3	Concrete removal	M3	12	\$	\$
4	Supply concrete	M3	6	\$	\$
5	Place concrete	M3	6	\$	\$
6	Supply Shotcrete	M3	6	\$	\$
7	Place Shotcrete	M3	6	\$	\$
8	Supply and Install Dowles	Each	666	\$	\$
9	Contractor's mark up on allowance for unspecified material,		\$13,338.00	_____% mark up	\$

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replacement parts, required permits and certificates (\$13,338.00 + % mark up = )			
<b>Sub Total B - Estimated Total Value Amount - Year 3 (GST/HST Extra)</b>			

**TOTAL EVALUATED PRICE:**

<b>Sub Total A 1st &amp; 2nd Year Term</b>	<b>Sub Total B <u>3rd Year</u></b>	<b>Total Evaluated Price (col.1 + col.2 = col.3)</b>
\$ _____	\$ _____	\$ _____ <b>GST/HST Extra</b>

**Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that 1 standing offer will be issued to the lowest compliant offerors.**

**SUPPLIER CONTACTS:** The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

<b>NAME</b>	<b>TITLE</b>	<b>TELEPHONE NO.</b>	<b>E-MAIL</b>

SIGNATURE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## APPENDIX 4 - PERIODIC REPORTS

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

Return to:

<b>Name</b>	<b>Phone Number</b>	<b>E-mail</b>

at:

Public Works and Government Services Canada  
 Engineering Assets, Esquimalt Graving Dock  
 825 Admirals Road  
 Victoria, BC V9A 2P1

### BI-ANNUAL REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: \_\_\_\_\_

REPORT FOR THE PERIOD ENDING: \_\_\_\_\_

Description of Work	Call up #	Total Billing

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

PREPARED BY: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_