



**DEPARTMENT OF NATIONAL DEFENCE  
SHILO  
STANDING OFFER FOR  
ASPHALT PAVING REPAIRS**

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(i) GC1 General Provisions	R2810D (2011-05-16);
(ii) GC2 Administration of the Contract	R2820D (2011-05-16);
(iii) GC3 Execution and Control of the Work	R2830D (2010-01-11);
(iv) GC4 Protective Measures	R2840D (2008-05-12);
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(vii) GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
(viii) GC8 Dispute Resolution	R2884D (2008-05-12);
(ix) GC9 Insurance	R2590D (2011-05-16);

## Supplementary Conditions, if any;

Fair Wages and Hours of Labour - Labour Conditions	R2940D (2010-01-11);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

Part 1, General Information: provides a general description of the requirement;

Part 2, Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3, Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4, Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Health & Safety, Usage Reports, Offer, and any other annexes.

### 2. Summary

#### **W0118-12S029/A - Request for Standing Offer - Asphalt Repairs**

Work under this Contract covers the furnishing of all labour, materials, equipment and supervision required for the repair of all asphalt surfaces, concrete curbs, gutters, sidewalks and pads, installation of free draining catch basins and manhole curb inlets as requested at Canadian Forces Base Shilo, Shilo, Manitoba on an as and when required basis. It is anticipated that only 1 firm will be issued a standing offer. The initial standing offer will be for a 3 year period.

This procurement contains MANDATORY requirements. See Part 4 for details.

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

### 3. Health & Safety Requirements

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

### 4. Debriefing

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in

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writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

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## PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

### 1. Standard Instructions and Conditions

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

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

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

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

**DELETE** sixty (60) days and **INSERT** ninety (90) days

### 2. Submission of Offers

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

#### 2.1 Revision of Offer:

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

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

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

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

Facsimile number for receipt of revisions: **(204) 983-0338**

#### 2.2 Firm Price and/or Rates:

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

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

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

**2.5 Incomplete Offers:** Incomplete offers may be rejected.

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## 2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

## 2.7 Performance Evaluation

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

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

## 3. Enquiries - Request for Standing Offers

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

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

## 4. Applicable Laws

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. General

1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.

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

1.2 A rate must be entered for each item.

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

1.3 Type or legibly print the offeror's full business name and address in the spaces provided for that purpose in the offer. Indicate the offeror's telephone, emergency telephone and facsimile numbers.

1.4 Sign and date the Offer form in the space provided.

### 2. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Annex E - Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

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

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

**Section I: Technical Offer**

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

**Section II: Financial Offer**

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

**Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

###### **A) MANDATORY REQUIREMENTS - Required with the Offer**

*Offers not meeting the following Mandatory Requirements at the time of closing will be deemed non-compliant and receive no further consideration.*

###### i) Mandatory Technical Criteria

a). **Firms experience (Appendix 1)** - Asphalt and Paiving Repairs. A minimum of (2) two projects undertaken in the last (2) two years must be identified and submitted with your offer.

ii) Signature and Submission - Page 1 of the Request for Standing Offer (RFSO), and any requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) MUST be submitted with ANNEX E - OFFER portion including all appendices. Offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO.

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

*Failure to comply with the following Mandatory Requirements will result in rejection of the offer.*

i) Health & Safety Requirements - per attached Annex C .

ii) Proof of Insurance - upon request, per Part 6.

#### 1.2. Financial Evaluation

1.2.1 Price Schedule - A rate must be entered for each item.

1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### 3. Ranking

3.1 Only 1 firm will be issued a standing offer.

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Offer Form, Standing Offer  
Firms Experience

Appendix 1

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Completed Works

I/We have in the past completed the following works which are similar to the work for which the present offer is made:

Identify (2) two projects undertaken in the last (2) two years. Provide Name & Address of Facility, a Brief Description of Work Performed, and the Name & Phone Number of Project Contact.

1.)

2.)

**Certification**

"We hereby certify that our firm is qualified and licenced to perform the work described in this RFSO, and the information provided has been verified by us to be true and accurate"

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Signature

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Date

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

#### 1.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

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Signature

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Date

#### 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;

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g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

**Certification**

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

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Signature

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Date

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## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

SACC Manual clause M9015T Insurance Requirements (2011-05-16)

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

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

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## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

#### 1. Offer - attached at ANNEX E

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

#### 2 Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-03-02)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.hrsdc.gc.ca/en/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml)

#### 3 Term of Standing Offer - see Annex E - Offer

#### 4 Authorities

##### 4.1 Standing Offer Authority

The Standing Offer Authority is:

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

Directorate: Real Property Contracting

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

##### 4.2 Project Authority

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

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

## 5. Identified users

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

## 6. Call-up Procedures

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

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

## 7. Call-up Instrument

Refer to Annex F - PWGSC Form 942 "Call -up Against a Standing Offer"

8. **Limitation of Call-ups** - see Annex E - Offer

9. **Financial Limitation** - see Annex E - Offer

## 10. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the supplemental general conditions;
- g) Annexes:  
Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;  
Annex B, Basis of Payment;  
Annex C, Health & Safety Requirements - Manitoba; (*insert applicable province of work*)  
Annex D, Periodic Usage Report Form; and
- h) the Offeror's offer Annex E, dated \_\_\_\_\_

## 11. Certifications

### 11.1 Compliance

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

## 12. Applicable Laws

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

## 13. Status and Availability of Resources

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

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

## 14. Estimates

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

## PART 7 (B) - RESULTING CONTRACT CLAUSES

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

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

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

[http://www.hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)
- NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.*
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
  - 5) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .
  - 6) Interpretation

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

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

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

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

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

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

### SACC Clauses

A9062C	Canadian Forces Site Regulations	(2011-05-16)
A9006C	Defence Contract	(2008-05-12)

## 1. SUPPLEMENTAL CONDITIONS

**INSERT** the following supplementary conditions in the resulting General Conditions:

### 1.1. T1204 - Direct Request by Customer Department

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

### 1.2. Periodic Reports

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

## 2. Term of Contract

### 2.1 Period of the Contract

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

### 3. Payment

#### 1.3. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

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

##### GC5.4 Payment

###### .1 Terms of Payment

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

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

(a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;

(b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and

(c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
  - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.

- 
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
  7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

#### 4.1 Basis of Payment - see Annex B

#### 4.2 Limitation of Price

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

#### 4.3 Supplemental Invoicing Instructions

- .1 Invoices shall be submitted for each unit of work or call-out as applicable.
- .2 Invoices shall include:
  - .1 Contractor's requisition number.
  - .2 Work order number, and (consecutively numbered).
  - .3 Work completed date.
  - .4 Breakdown of labour, material and mark-up for each trade.

#### 4.4 Payment of Invoices by Credit Card

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

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

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## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
Annex F	PWGSC Form 942 - "Call-up Against a Standing Offer")

**ANNEX A**  
**STATEMENT OF WORK**  
**DEPARTMENT OF NATIONAL DEFENCE**  
**SHILO**  
**STANDING OFFER FOR**  
**ASPHALT PAVING REPAIRS**

**1 GENERAL**

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- .1 PWGSC Standing Offer Contract Documents shall be read in conjunction with this Specification.
- .2 These general instructions shall be read in conjunction with the attached specification sections or scopes of work.

**2 DESCRIPTION OF WORK**

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- .1 Work under this Contract covers the furnishing of all labour, materials, equipment and supervision required for the repair of all asphalt surfaces, concrete curbs, gutters, sidewalks and pads, installation of free draining catch basins and manhole curb inlets as requested at Canadian Forces Base Shilo, Shilo, Manitoba on an as and when required basis.

**3 CODES AND REFERENCES**

---

- .1 Perform work in accordance with applicable codes and standards as well as the City of Brandon Standard Construction Specifications (2009) or latest version. In any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Meet or exceed requirements of:
  - .1 Contract documents, specifications or scopes of work.
  - .2 specified standards, codes and referenced documents.

**4 DEFINITIONS**

---

- .1 Reference to Project Authority shall be construed as that person responsible for overlooking the contract's inspection and progress.
- .2 This person shall be designated at the time of contract award or pre-startup meeting prior to work commencing.

**5 SHILO'S "ENVIRONMENTAL"**

- .1 In accordance with Canadian Forces Base Shilo's "Environmental" policy, the Contractor shall propose "environmentally safe" products for those materials listed. The Contractor shall submit product data and WHMIS for all "environmentally safe"

**POLICY**

products as requested by the Project Authority.

**6 Project SCHEDULE**

- .1 The Project Authority shall provide Project Schedule through to work completion date.

**7 SETTING OUT OF WORK**

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations required.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate the Project Authority's inspection of work.

**8 NOTICE OF WORK**

- .1 The Offerer shall advise the Project Authority and occupants (where driveways and sidewalk work is required) at least 24 hours in advance of his intention to commence, recommence and/or terminate work on any project.
- .2 Prior to commencement of work on any project, the Offerer shall obtain approval in writing from the Project Authority that the area of work is ready to receive the new work, and that there are no reasons of weather or other matters outside the Project Authority's control which would preclude commencement of such new work.
- .3 Once construction has begun, it shall be advanced diligently with a view to restoring the street to full use in the shortest time possible.

**9 EXISTING SERVICES**

- .1 Where work involves breaking into or connecting to existing services, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic. Notify the Project Authority immediately.

**10 INTERFERENCE AND SECURITY**

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with the Project Authority to facilitate execution of work.
- .2 Provide temporary barriers and warning signs in locations where work is adjacent to

areas used by others and when requested by the Project Authority.

- .3 Offerer shall notify Fire Department and the Project Authority when roads will be barricaded 24 hours before work commences.

## 11 TRAFFIC CONTROL

- .1 The Offerer shall be responsible for the supply, erection and maintenance of traffic control devices and other safety measures to ensure the safe movement of pedestrians and vehicular traffic at and around all work sites.

- .2 The design and dimensions of traffic control devices shall conform to the latest edition of the Uniform Traffic Control Devices (UTCD) for Canada specifically PART D "Temporary Conditions, Signs and Devices".

- .3 Illumination and reflectorization of traffic control devices shall be as stipulated in the UTCD for Canada.

- .4 The following shall be the Offerer 's responsibility to comply with on typical work areas as stipulated in the UTCD for Canada:

.1 Colours, shapes, dimensions, sign supports and mounting heights;

.2 Advance, approach and work site signage;

.3 Temporary sign usage and their descriptions;

.4 Use of delineation devices;

.5 Barricades;

.6 Miscellaneous warning devices;

.7 Flagman operations; and

.8 Signing arrangements and applications for typical work areas.

## 12 ADDITIONAL DRAWINGS

- .1 The Project Authority may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

## 13 ON SITE SUPERVISION

- .1 The Offerer shall provide, at the job site, a full-time, experienced superintendant capable of and having authority to speak on his behalf on day-to-day matters.

## 14 HOURS OF

- .1 The Offeror shall comply with the hours of work in effect at the site during the period of this Contract.

**Business**

- .2 Any deviations from these stipulated hours of work shall be approved by the Project Authority.

**15 PROCEDURES**

- .1 The Offeror shall report to the Project Authority prior to the starting of work.
- .2 The Offeror shall bring his copy of the requisition (PWGSC 942) with him or in the event of a telephone call-out, obtain same from the CE Contractor Inspector.
- .3 The Offeror shall submit a completed requisition (PWGSC 942) and an itemized slip for such completed work as applicable.

**16 SMOKING POLICY**

- .1 There shall be **NO SMOKING within Base Buildings or within Petroleum Oil Lubricants compound at any time.**

**17 HEATING AND VENTILATION**

- .1 Pay for costs of temporary heat used during work, including costs of installation, fuel, operations, maintenance and removal of equipment. Use of direct-fired heaters discharging waste products into work areas will not be permitted unless prior approval is given by the Project Authority.

**18 CONSTRUCTION SAFETY MEASURES**

- .1 Observe construction safety measures of National Building Code 2010 (or latest version) Part 8, Manitoba Labour's Workplace Safety and Health, Worker's/Workmen's Compensation Board and in any case of conflict or discrepancy, the more stringent requirement shall apply.
- .2 Offerer is aware of, and accepts, the appropriate safety and health jurisdiction to which he is working in. Contractor accepts the responsibility to comply with the specified provincial and federal regulatory instruments, as appropriate, and to ensure that all subcontractors do likewise.
- .3 Offerer is responsible for all subcontractors with respect to safety and health issues and shall be deemed as "site coordinator" to facilitate employer/contractor coordination.
- .4 Offerer (and his subcontractors) shall submit proof of WCB coverage for all their

personnel to the Project Authority prior to commencing work.

.5 DND owned equipment, devices, tools, machinery and personal protective equipment (PPE) shall not be used.

.6 The Offerer and his workers shall wear at all times blaze orange safety vests, safety boots and hardhats while working on any construction site.

## **19 POWER AND WATER SUPPLY**

.1 DND can provide, free of charge, temporary electric power and water for construction purposes.

.2 The Project Authority will determine delivery points and quantitative limits. The Project Authority's written permission is required before a connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.

.3 Temporary electrical power may be available at within the confines of the residential areas of the Base. The Contractor must contact the Housing Manager at Canadian Forces Housing Authority at (204)765-3000 Extension 3054, for permission prior to doing so.

.4 Use of electrical power is dependent on agreement of each Married Quarter Occupant.

.5 If occupant is not willing to allow the Offerer to use such services, the contractor shall provide his own source of electrical power at no cost to DND.

## **20 WHMIS**

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

.2 Deliver copies of WHMIS data sheets to the Project Authority on delivery of materials.

## **21 FIRE SAFETY REQUIREMENTS**

.1 The Project Authority will coordinate arrangements for the Offerer to be briefed on Fire Safety and Base Fire Orders at their pre-work conference by Fire Chief before any work is commenced.

- 
- .2 Prior to the commencement of construction or demolition, an acceptable fire safety plan shall be prepared for the site.
- .3 The fire safety plan shall include:
- .1 The designation and organization of site personnel to carry out fire safety duties including watchman service if applicable.
  - .2 The emergency procedures to be used in case of fire including:
    - .1 sounding the alarm;
    - .2 notifying the fire department;
    - .3 instruct site personnel on procedures to be followed when the fire alarm sounds; and
    - .4 fire fighting procedures.
  - .3 The control of fire hazards in and around the building.
  - .4 Maintenance of fire fighting activities.
- .4 The Offerer is to be informed at the briefing that the Fire Chief will conduct periodic inspection of the work site to ensure fire safety guidelines are met and that Fire Department emergency planning is completed.
- .5 The Offerer shall designate an on-site representative who shall be responsible for correcting all violations immediately.
- .6 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .7 Report immediately all fire incidents to the Fire Department as follows:
- .1 activate nearest fire alarm box; or
  - .2 telephone:
    - .1 **PMQ Area 911**
    - .2 **Base Area 911**
- .8 Persons activating fire alarm box will remain at the box to direct fire department to scene of fire, when safe to do so.
- .9 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- .10 Fire protection and alarm systems will not be:
- .1 obstructed;
  - .2 shut-off; and

- 
- .3 left inactive at the end of a working day or shift without authorization for the Fire Chief.
- .11 Portable extinguishers shall be installed and maintained for the duration of the Contract in conformance with Part 6 of the National Fire Code of Canada.
- .12 In addition to the requirements stated above, portable extinguishers shall be provided adjacent to:
- .1 cutting or welding operations;
  - .2 areas where combustibles are stored;
  - .3 any internal combustion engines;
  - .4 areas where flammable liquids or gases are stored or handled;
  - .5 temporary oil or gas fires equipment;
- and
- .6 bitumen heating equipment.
- .13 The minimum rating for extinguishers in Sentences (1) and (2) shall be:
- .1 2-A:10-BC on movable equipment,
  - .2 4-a:40-BC in all other locations.
- .14 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- .15 Removal:
- .1 Remove all rubbish from the work site at the end of the work day or shift or as directed.
- .16 Storage:
- .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oil rags and materials subject to spontaneous combustion in an approved receptacles and remove as required.
- .17 The handling, storage and use of flammable and combustible liquids are to be governed by the current National fire Code of Canada.
- .18 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief.
- .19 Site inspection by Fire Chief will be co-ordinated through the Project Authority.

- 
- .20 Prior to providing temporary heating to an enclosure the proposed installation will be inspected by the Fire Department to ensure that it complies with applicable codes and local requirements.
- .21 A fire watch, either 24 hour or periodic may be required and will be at the discretion of the fire department.
- 22 SHOP DRAWINGS**
- .1 Shop drawings: original drawings, or modified standard drawings provided by Contractor, to illustrate details of portions of work, which are specific to project requirements, as required by the Project Authority.
- 23 PRODUCT DATA AND SAMPLES**
- .1 Product Data: manufacturer's catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.
- 24 RECORD DRAWINGS**
- .1 Provide the Project Authority with one set of as-built record drawings on which clearly mark, as the job progresses, all changes and deviations from the original scope of work and or drawings. Show on the Contract Drawings so that on completion of the job, the exact "as-built" location will be recorded.
- .2 Deviations and changes shall be marked with "red" ink.
- 25 ACCEPTABILITY OF MATERIALS**
- .1 The acceptance of materials other than those specified shall be determined by the Base Design Officer.
- .2 Request for acceptance of non-specified materials shall be submitted in writing to:
- Base Engineering Officer  
CFB Shilo  
P O Box 5000, Station Main  
Shilo, Mb R0K 2A0
- .3 Request must be supported with sufficient product information to enable the Project Authority to make an assessment.

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## **26 CLEAN-UP**

- .1 On completion of work, the Offerer shall remove all surplus materials, plant, tools, equipment and waste materials from site.
  
- .2 All cleaning shall be subject to inspection and acceptance of the Project Authority.

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## ANNEX B

### .1 Basis of Payment

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

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

**See payment schedules at Annex E for details.**

**Laid down Cost** is defined as the cost incurred by a vendor to acquire a specified product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes sales taxes.

**Mark-up** is defined as the difference between the vendor's laid -down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

## ANNEX C

### MANDATORY HEALTH AND SAFETY - for Work in the Province of Manitoba

#### 1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

##### WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

#### 2.) SUPPLEMENTARY CONDITIONS (SC):

##### Workplace Safety and Health

##### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Manitoba, and for the duration of the Work:
  - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
    - 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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\* *"order" definition: after contract award, Contractor is ordered by a Change Order*

## 2. SUBMITTALS

### 2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

## 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

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### **MANITOBA**

Manitoba Labour  
Workplace Safety and Health Branch  
200 – 401 York Avenue  
Winnipeg, Manitoba, R3C 0P8  
Attention: Client Services

Telephone:(204) 945-6848

Facsimile:(204) 945-4556

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## DECLARATION

DATE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This company is exempt from the Manitoba Occupational Health and Safety Act requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than five (5) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

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**ANNEX D  
Periodic Usage Report Form**

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

Return to:

Crystal Sarna	(204) 983-7796	crystal.sarna@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
Ste. 100 - 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba  
R3C 2Z1

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.: \_\_\_\_\_

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## ANNEX E OFFER

<b>Description of Work:</b> Shilo, Manitoba Various Projects, DND Asphalt Repair Services Standing Offer
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### 1. OFFER

- .1 This Standing Offer, hereinafter called the "Offer", is made by the undersigned Offeror, hereinafter called the "Offeror", to Her Majesty the Queen in right of Canada, hereinafter called "Her Majesty", as represented by the Minister of Public Works and Government Services, hereinafter called the "Minister";
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Departmental Representative, hereinafter called the "Departmental Representative";
- .4 The individual Call-ups may be issued, from time to time, during the period of (3) Three Years following the date of this Offer, hereinafter called the "Term", or until the maximum amount as described in subsection 3.1 below is expended, whichever comes first.

### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 90 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 942 , copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and

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

### 3. FINANCIAL TERMS

- .1 The maximum amount payable by Her Majesty for all call ups issued pursuant to the Standing Offer(s) shall not exceed the amount of **\$to be determined GST/HST Extra.**
- .2 The amount payable by Her Majesty for Work associated with a Call-up against this Offer shall be based on the Unit Prices set out in section 4 of the Offer or established pursuant thereto. The maximum amount payable for Work associated with any one Call-up shall not exceed the sum of **\$to be determined, GST/HST Extra.** This maximum amount shall be established precisely from said Unit Prices, prior to the issuance of a Call-up. This maximum amount may include an amount not to exceed \$5,000.00. GST/HST extra, for a portion of the work which cannot be established precisely from said Unit Prices.
- .3 The Offeror shall notify the Departmental Representative when 80% of the amount shown in subsection 3.1 is expended or when there are three (3) months left on the Term of this Offer.
- .4 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .5 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .6 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by her Majesty to the Offeror in addition to the amounts paid against the amount of

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- the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
- .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .7 Payment by Her Majesty 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.
- .8 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .9 Pricing
- .1 The prices requested in the Offer are AS DETAILED IN THE FOLLOWING TABLES BELOW:
- .1 hourly rates for regular hours;
  - .2 hourly rate for each hour outside of regular hours; and
  - .3 mark up on allowance for unspecified material, replacement parts
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- .1 labour including supervision, allowances and liability insurance;
  - .2 travel time;
  - .3 transportation/vehicle expenses;
  - .4 tools and tackle;
  - .5 overhead and profit;
  - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0730 and 1800 hours, Monday to Friday.

#### 4. PRICES

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

##### 4.1 Unit Price Schedules - Rates

###### SCHEDULE A) Initial Year

Item	Description	Est'd Qty.	U of I	Unit Price	Extended Price
1	Hot mix asphalt resurfacing including all preparation work	600	tonne	\$	\$
2	Asphalt patching and pothole repairs including all preparation work	1000	m2 area	\$	\$
3	Dust suppression including all preparation work	3500	m2 area	\$	\$
4	Asphalt sidewalk repair including all preparation work	50	m2 area	\$	\$
5	Additional crushed gravel base, compacted	50	m3 volume	\$	\$
6	Crack filling	1000	Lineal m	\$	\$
7	Miscellaneous related work:				
7a	Concrete curb including preparation, gravel base, rebar and formwork:				
	.1 for rolled curbs	200	Lineal m	\$	\$
	.2 for barrier curbs	200	Lineal m	\$	\$
	.3 for barrier curb and gutter	200	Lineal m	\$	\$
7b	Concrete sidewalks including preparation, gravel base and formwork	200	m2 area	\$	\$
7c	Concrete pad including preparation, gravel base, rebar and formwork, 4"thick	100	m2 area	\$	\$
7e	Additional placed concrete (not specified herein)	50	m3 volume	\$	\$
8	Labour for crew and equipment for installation of drainage sump:	96	hourly	\$	\$
9	Material at laid down cost plus mark-up of ___% excluding GST (Supported, upon request, by copies paid invoices)	\$5,000.00	n/a	___% mark-up	\$

**SCHEDULE B) Second Year**

<b>Item</b>	<b>Description</b>	<b>Est'd Qty.</b>	<b>U of I</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1.00</b>	Hot mix asphalt resurfacing including all preparation work	600.00	tonne	\$	\$
<b>2.00</b>	Asphalt patching and pothole repairs including all preparation work	1000.00	m2 area	\$	\$
<b>3.00</b>	Dust suppression including all preparation work	3500.00	m2 area	\$	\$
<b>4.00</b>	Asphalt sidewalk repair including all preparation work	50.00	m2 area	\$	\$
<b>5.00</b>	Additional crushed gravel base, compacted	50.00	m3 volume	\$	\$
<b>6.00</b>	Crack filling	1000.00	Lineal m	\$	\$
<b>7.00</b>	Miscellaneous related work:				
<b>7a</b>	Concrete curb including preparation, gravel base, rebar and formwork:				
	.1 for rolled curbs	200.00	Lineal m	\$	\$
	.2 for barrier curbs	200.00	Lineal m	\$	\$
	.3 for barrier curb and gutter	200.00	Lineal m	\$	\$
<b>7b</b>	Concrete sidewalks including preparation, gravel base and formwork	200.00	m2 area	\$	\$
<b>7c</b>	Concrete pad including preparation, gravel base, rebar and formwork, 4"thick	100.00	m2 area	\$	\$
<b>7e</b>	Additional placed concrete (not specified herein)	50.00	m3 volume	\$	\$
<b>8.00</b>	Labour for crew and equipment for installation of drainage sump:	96.00	hourly	\$	\$
<b>9.00</b>	Material at laid down cost plus mark-up of ___% excluding GST (Supported, upon request, by copies paid invoices)	\$5,000.00	n/a	_____% mark-up	\$

**SCHEDULE B) Third Year**

Item	Description	Est'd Qty.	U of I	Unit Price	Extended Price
1.00	Hot mix asphalt resurfacing including all preparation work	600.00	tonne	\$	\$
2.00	Asphalt patching and pothole repairs including all preparation work	1000.00	m2 area	\$	\$
3.00	Dust suppression including all preparation work	3500.00	m2 area	\$	\$
4.00	Asphalt sidewalk repair including all preparation work	50.00	m2 area	\$	\$
5.00	Additional crushed gravel base, compacted	50.00	m3 volume	\$	\$
6.00	Crack filling	1000.00	Lineal m	\$	\$
7.00	Miscellaneous related work:				
7a	Concrete curb including preparation, gravel base, rebar and formwork:				
	.1 for rolled curbs	200.00	Lineal m	\$	\$
	.2 for barrier curbs	200.00	Lineal m	\$	\$
	.3 for barrier curb and gutter	200.00	Lineal m	\$	\$
7b	Concrete sidewalks including preparation, gravel base and formwork	200.00	m2 area	\$	\$
7c	Concrete pad including preparation, gravel base, rebar and formwork, 4"thick	100.00	m2 area	\$	\$
7e	Additional placed concrete (not specified herein)	50.00	m3 volume	\$	\$
8.00	Labour for crew and equipment for installation of drainage sump:	96.00	hourly	\$	\$
9.00	Material at laid down cost plus mark-up of ___% excluding GST (Supported, upon request, by copies paid invoices)	\$5,000.00	n/a	_____% mark-up	\$

**4.2 TOTAL EVALUATED PRICE (3 Year Term)**

Col. 1	Col. 2	Col. 3	Col. 4
<b>Sub Total SCHEDULE A) Initial Year Term</b>	<b>Sub Total SCHEDULE B) Second Year</b>	<b>Sub Total SCHEDULE C) Third Year</b>	<b>Total Evaluated Price (col.1 + col.2 + col.3 = col. 4)</b>
\$ _____	\$ _____	\$ _____	\$ _____ <b>GST/HST Extra</b>

Solicitation No. - N° de l'invitation

W0118-12S029/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWZ-2-35024

Buyer ID - Id de l'acheteur

pwz104

CCC No./N° CCC - FMS No/ N° VME

W0118-12S029

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

A rate must be entered for each item.

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

**Cost will be evaluated on the Total Evaluated Price in Column 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**

SIGNATURE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation

W0118-12S029/A

Amd. No. - N° de la modif.

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PWZ-2-35024

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W0118-12S029

## **ANNEX F**

Refer to the PWGSC Form 942 "Call-up Against a Standing Offer" attached.



# Call-up Against a Standing Offer Commande subséquente à une offre à commandes

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

NO  
NON

YES  
OUI

If YES, attach a SCRL to the call-up  
Si OUI, joindre une LVERS à la demande

Ship to - Expédier à

Supplier - Fournisseur

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Financial Code(s) - Code financier(s)

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)  
N° de référence du client (facultatif)

Goods and Services Tax (GST)/Harmonized Sales Tax (HST): Unless otherwise directed, GST/HST is included in the Extended Price but not in the Unit Price.

Provincial Sales Tax - Taxe de vente provinciale

Taxe sur les produits et services (TPS)/Taxe de vente harmonisée (TVH) : à moins d'indication contraire, la TPS/TVH est incluse dans le prix total mais non dans le prix unitaire.

Exigible Payable  Non-exigible Non-payable

Exemption Licence No - N° de permis d'exonération

Amendment No.  
N° de modification

Previous Value (\$)  
Valeur précédente (\$)

Value of increase or decrease (\$)  
Valeur de l'augmentation ou diminution (\$)

Total estimated expenditures or revised  
Total des dépenses estimatives ou révisées

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	GST/HST TPS/TVH (%)	GST/HST TPS/TVH (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

**Subtotal - Sous-total**

**GST/HST - TPS/TVH**

**Total**

**For further information, call - Pour renseignements supplémentaires, contacter**

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.  
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Approved for the Minister - Approuvé pour le Ministre

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)