

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

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Repair Underground Utilities	
<b>Solicitation No. - N° de l'invitation</b> W0134-12CYIZ/A	<b>Date</b> 2012-04-26
<b>Client Reference No. - N° de référence du client</b> DND	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-308-9386
<b>File No. - N° de dossier</b> PWU-1-34788 (308)	<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 2012-05-18</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dong (RPC), Michael	<b>Buyer Id - Id de l'acheteur</b> pwu308
<b>Telephone No. - N° de téléphone</b> (780)497-3874 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE ALBERTA T9M2C6 CANADA	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend 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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**B. RESULTING CONTRACT CLAUSES**

## 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);

## 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);

**ANNEXES**

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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, SRCL, and any other annexes.

### 2. Summary

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Department of National Defence in the form of call ups for excavating, repairing, and backfilling of Underground Utilities at 4 Wing, CFB Cold Lake, AB.

Services are to be provided on an "as required" basis. It is anticipated that up to two (2) firms will be issued a standing offer. The standing offer will be issued for a term of two (2) years. The total expenditures over the term is estimated at \$1,365,000.00 (GST/HST included).

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

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Web site.

### 3. Health & Safety Requirements

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

### 4. Debriefing

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

### 5. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

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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.

### 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: **(780) 497-3510**

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

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

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

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

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

#### 2.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to

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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

Section II: Annex E - Financial Offer

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(s).

#### 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
- 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.
- iii) Proof of Financial Capability - upon request, per Part 6.
- iv) Security Requirements - 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 two (2) standing offers will be issued to the lowest compliant offerors.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Lowest Evaluated Price

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer(s).

### 3. Ranking

3.1 The Value of the Work will be distributed proportionally between the ranked firms.

- Where 2 Standing Offers are authorized - 55% for the top ranked firm, and 45% for the 2nd.
- Where 1 Standing Offer is authorized - 100% for the top ranked firm.

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## PART 5 - CERTIFICATIONS

Not Applicable

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31> document on the Departmental Standard Procurement Documents Web site.

### 2. Financial Capability

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

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

### 3. 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.

## 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. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex F;
- (b) Industrial Security Manual (Latest Edition).

For additional information on security requirements, proponents should consult the Industrial Security web site at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

#### 3. 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)

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#### 4. Term of Standing Offer - see Annex E - Offer

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Directorate: Real Property Contracting

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

##### 5.2 Project Authority

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

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

#### 6. Identified users

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

#### 7. Call-up Procedures

Proportional basis: call-ups shall be issued on a proportional basis such that the offeror of the highest ranked standing offer receives the largest predetermined amount of the work, the offeror of the second highest ranked standing offer receives the second largest predetermined amount of the work, etc. This call-up procedure will be followed, unless an offeror did not perform satisfactorily on previous call-ups and a decision has been made not to call upon them again or if they are unable to respond within the specified response time or provide the requisite service, then another offeror may be contacted to perform the work.

For each individual Call-Up, contractors will be approached and considered using a Distribution System. This system will track all call-ups assigned to each contractor and will maintain a running total of the Value of Business Distributed. The system will contain for each contractor an Ideal Business Distribution percentage which has been established as follows; 55% of the business for the top ranked consultant and 45% for the 2nd ranked consultant. In the event fewer than two (2) consultants are successful, the work distribution will be modified in similar proportions. The contractor who is furthest under the ideal amount of business that they should have received in relation to the other consultant will be selected for the next call-up.

The Technical 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 SO.

Offerors estimated proportion based on Evaluation is: TBD

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## 7.1 Overview of Call-Up Procedure

Prior to Call-up, when a specific work is identified for a given city centre, PWGSC will determine the minimum mandatory relevant area of experience of the Firm and the minimum years of experience of personnel required to perform the work. PWGSC will consider the highest ranked Firm who has indicated in their submission that they possess the required area of experience relevant to the work.

When approached, the firm will include with their offer the names of their current (ie. at time of Call-up) personnel that meet the minimum years of experience whom the firm is proposing to perform the specific work. The Firm will furnish evidence of years of experience as may be requested by PWGSC.

Firms will be given a twenty-four (24) hours turnaround time period to indicate their availability to provide the services needed within the required time frame. Should the selected firm not be able to meet the time requirements, the next ranked firm (who has also indicated in their submission that they possess the required area of experience relevant to the work) may be approached.

This will be followed until an agreement is reached. The Offeror will be authorized by the Standing Offer Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

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**8. CALL-UP INSTRUMENT**

Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

**CALL-UP AGAINST A STANDING OFFER**  
**COMMANDE SUBSÉQUENTE À UNE OFFRE**  
**PERMANENTE**

In accordance with  
STANDING OFFER NO.: \_\_\_\_\_

Conformément à  
L'OFFRE PERMANENTE No. \_\_\_\_\_

Call-up no.  
- No de  
commande

Dated \_\_\_\_\_  
and the terms and conditions therein, you are  
Requested to carry out the worked described below.

En date du \_\_\_\_\_  
Et les modalités qui y sont énumérées, vous êtes prié  
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Fax No. ( )		attention:	
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.		
Location of work - Endroit des travaux		Call-up cost, GST/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux	

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques		
_____ Signature		_____ Date
Departmental Representative - Représentant du ministère		
_____ Signature		_____ Date

PWGSC-TPSGC 2829 (03/2006)

**9. Limitation of Call-ups** - see Annex E - Offer**10. Financial Limitation** - see Annex E - Offer**11. 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
  - Annex F; Security Requirement Check List (SRCL).
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

**12. Certifications**

## 12.1 Compliance

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

**13. 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.

**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.

## 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.

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## 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

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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**

- .1 All invoices submitted for payment shall show:
  - .1 Construction Engineering Work Order Number,
  - .2 Construction Engineering File Number,
  - .3 Requisition Number, DSS 942 (Requisition on Contract),
  - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
  - .5 same address as on PWGSC contract.
- .2 Invoices are to include a breakdown as follows:
  - .1 Hourly rate per the Offer and hours of work for each tradesperson.
  - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
  - .3 Extended total.
  - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.
  - .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
  - .6 Where discount or markup is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

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File No. - N° du dossier

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DND

#### **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	Security Requirements Checklist

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## ANNEX A

### Statement of Work

*As per attached document*

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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.

#### .1 Hourly Rates:

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

See attached for details

## ANNEX C

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

#### 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 Premium Rate Statement - Alberta, 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.

#### Workplace Safety and Health

##### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, 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 accept 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 accept, 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.

\* "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.

**ALBERTA South**

Alberta Human Resources and Employment  
Workplace Health and Safety  
600 – 727, 7th Avenue S.W.  
Calgary, Alberta, T2P 0Z5

Telephone: 1(866) 415-8690  
Facsimile: (403) 297-7893

**ALBERTA North**

Alberta Human Resources and Employment  
Workplace Health and Safety  
10th Floor, 7th Street Plaza  
10030-107 Street  
Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690  
Facsimile: (780) 427-0999

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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:

Michael Dong	780-497-3510	michael.dong@pwgsc-tpsg c.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.: \_\_\_\_\_

## ANNEX E OFFER

**Description of Work:** Repair Underground Utilities Standing Offer - Cold Lake, Alberta

### 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 (2) Two 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 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 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

- 
- .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 **\$1,385,000.00 GST/HST included.**
- .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 **\$60,000.00**, GST/HST included. 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 included, 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 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:
- .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, required permits and certificates. for purposes of evaluation.
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0700 and 1800 hours, Monday to Friday.

**4. PRICES**

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

**4.1 Unit Price Schedules - Rates****SCHEDULE A) Initial Year**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price	Estimated total price
<b>1</b>	<b>Tracked Excavator c/w operator (min bucket capacity 1 cubic yard, min dig depth 15 ft.)</b>				
a	Mobilize/Demobilize (Return trip)	/trip	40 trips	\$ _____ /trip	\$ _____
b	During reg. Working hours	/hr	640 hrs	\$ _____ /hr	\$ _____
c	Outside reg. Working hours	/hr	100 hrs	\$ _____ /hr	\$ _____
d	Weekends and Stat. holidays	/hr	20 hrs	\$ _____ /hr	\$ _____
<b>2</b>	<b>Backhoe Loader c/w operator (min bucket capacity ¾ cubic yard, min dig depth 10 ft)</b>				
a	Mobilize/Demobilize (Return trip)	/trip	10 trips	\$ _____ /trip	\$ _____
b	During reg. Working hours	/hr	160 hrs	\$ _____ /hr	\$ _____
c	Outside reg. Working hours	/hr	60 hrs	\$ _____ /hr	\$ _____
d	Weekends and Stat. holidays	/hr	20 hrs	\$ _____ /hr	\$ _____
<b>3</b>	<b>Dump Truck c/w operator (min capacity 10 cubic yards)</b>				
a	During reg. Working hours	/hr	400 hrs	\$ _____ /hr	\$ _____
b	Outside reg. Working hours	/hr	80 hrs	\$ _____ /hr	\$ _____
c	Weekends and Stat. holidays	/hr	20 hrs	\$ _____ /hr	\$ _____
<b>4</b>	<b>Hydro-vac Truck c/w operator and helper (min excavation depth 15 ft)</b>				
a	During reg. Working hours	/hr	400 hrs	\$ _____ /hr	\$ _____
b	Outside reg. Working hours	/hr	100 hrs	\$ _____ /hr	\$ _____
c	Weekends and Stat. holidays	/hr	40 hrs	\$ _____ /hr	\$ _____
<b>5</b>	<b>Journeyman Plumber</b>				
a	During reg. Working hours	/hr	800 hrs	\$ _____ /hr	\$ _____
b	Outside reg. Working hours	/hr	160 hrs	\$ _____ /hr	\$ _____
c	Weekends and Stat. holidays	/hr	40 hrs	\$ _____ /hr	\$ _____
<b>6</b>	<b>Labourer/Pipelayer</b>				
a	During reg. Working hours	/hr	1600 hrs	\$ _____ /hr	\$ _____
b	Outside reg. Working hours	/hr	320 hrs	\$ _____ /hr	\$ _____
c	Weekends and Stat. holidays	/hr	80 hrs	\$ _____ /hr	\$ _____
<b>7</b>	<b>Unspecified Material at _____% mark-up (% mark up x \$25,000.00)</b>		\$25,000.00		\$ _____
<b>Sub Total A): Estimated Total Amount Year 1 GST/HST Extra</b>					\$ _____

Continued

**SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/Quantity	Unit Price	Estimated total price
<b>1</b>	<b>Tracked Excavator c/w operator (min bucket capacity 1 cubic yard, min dig depth 15 ft.)</b>				
a	Mobilize/Demobilize (Return trip)	/trip	40 trips	\$ _____/trip	\$ _____
b	During reg. Working hours	/hr	640 hrs	\$ _____/hr	\$ _____
c	Outside reg. Working hours	/hr	100 hrs	\$ _____/hr	\$ _____
d	Weekends and Stat. holidays	/hr	20 hrs	\$ _____/hr	\$ _____
<b>2</b>	<b>Backhoe Loader c/w operator (min bucket capacity ¾ cubic yard, min dig depth 10 ft)</b>				
a	Mobilize/Demobilize (Return trip)	/trip	10 trips	\$ _____/trip	\$ _____
b	During reg. Working hours	/hr	160 hrs	\$ _____/hr	\$ _____
c	Outside reg. Working hours	/hr	60 hrs	\$ _____/hr	\$ _____
d	Weekends and Stat. holidays	/hr	20 hrs	\$ _____/hr	\$ _____
<b>3</b>	<b>Dump Truck c/w operator (min capacity 10 cubic yards)</b>				
a	During reg. Working hours	/hr	400 hrs	\$ _____/hr	\$ _____
b	Outside reg. Working hours	/hr	80 hrs	\$ _____/hr	\$ _____
c	Weekends and Stat. holidays	/hr	20 hrs	\$ _____/hr	\$ _____
<b>4</b>	<b>Hydro-vac Truck c/w operator and helper (min excavation depth 15 ft)</b>				
a	During reg. Working hours	/hr	400 hrs	\$ _____/hr	\$ _____
b	Outside reg. Working hours	/hr	100 hrs	\$ _____/hr	\$ _____
c	Weekends and Stat. holidays	/hr	40 hrs	\$ _____/hr	\$ _____
<b>5</b>	<b>Journeyman Plumber</b>				
a	During reg. Working hours	/hr	800 hrs	\$ _____/hr	\$ _____
b	Outside reg. Working hours	/hr	160 hrs	\$ _____/hr	\$ _____
c	Weekends and Stat. holidays	/hr	40 hrs	\$ _____/hr	\$ _____
<b>6</b>	<b>Labourer/Pipelayer</b>				
a	During reg. Working hours	/hr	1600 hrs	\$ _____/hr	\$ _____
b	Outside reg. Working hours	/hr	320 hrs	\$ _____/hr	\$ _____
c	Weekends and Stat. holidays	/hr	80 hrs	\$ _____/hr	\$ _____
<b>7</b>	<b>Unspecified Material at _____% mark-up (% mark up x \$25,000.00)</b>		\$25,000.00		\$ _____
<b>Sub Total B): Estimated Total Amount Year 2 GST/HST Extra</b>					\$ _____

Continued

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

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**4.1 Unit Price Schedules - Rates** (continued)

**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year)

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

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

A rate must be entered for each item.

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

**Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that up to two (2) standing offers will be issued to the lowest compliant offerors.**

SIGNATURE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

pwu308

CCC No./N° CCC - FMS No/ N° VME

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## APPENDIX 1

### H3027T Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

VISA

MasterCard

OR

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

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

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Solicitation No. - N° de l'invitation

W0134-12CXYZ/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-1-34788

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

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## ANNEX F

### Industrial Security

*As per attached document*



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat W0134-12CYIZ
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine National Defence	2. Branch or Directorate / Direction générale ou Direction 4 Wing Cold Lake	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Repair of underground utilities		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W0134-12CYIZ
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).