

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656**

Request For a Standing Offer Demande d'offre à commandes

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada Supply
and Services Operation
Petawawa Procurement
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet LINE PAINTING	
Solicitation No. - N° de l'invitation W0107-12C395/A	Date 2012-10-04
Client Reference No. - N° de référence du client W0107-12CB395	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-902-1203
File No. - N° de dossier PET-2-37091 (902)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-24	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Bell, Deborah	Buyer Id - Id de l'acheteur pet902
Telephone No. - N° de téléphone (613)687-6655 ()	FAX No. - N° de FAX (613)687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BASE CONSTRUCTION ENGINEERING BLDG. S-111 CFB PETAWAWA, ONTARIO K8H 2X3	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into six 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 to the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: 6A Standing Offer, and 6B, Resulting Contract Clauses:
 - A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - B: 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 Basis of Payment, Statement of Work and Insurance.

2. Summary

To establish a Regional Individual Standing Offer (RISO) for the provision of all labour, equipment, transportation, tools and supervision required to layout and paint new, and to repaint existing pavement markings such as centre lines, shoulder lines, crosswalks, turning arrows on roads, parking lot lines and blue handicap parking spaces, on an as and when required basis for CFB Petawawa, Ontario.

The period for placing call-ups against the Standing Offer shall be for a 3-year period from date of issue.

The requirement is subject to a preference for Canadian goods and/or services.

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

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

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer. Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable

Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (this RFSO document)

Section II: Financial Offer (Annex "A", Basis of Payment)

Section III: Certifications

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 environment 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: Offer

In their offer, offerors are to complete and submit the fill-in pages of the RFSO document.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Pricing Basis Annex "A". The total amount of Goods and Services Tax or Harmonized Sales Tax is to 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 bids.

(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1. Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.1.1 Mandatory Criteria

Should any of the following Mandatory Requirements not be met the offer will be considered as non-compliant and shall not be given any further consideration:

(a) Bidders must provide prices for all items listed in Annex A.

1.2 Financial Evaluation

1.2.1 Bids will be assessed to arrive at an aggregate value based on the estimated usage provided herein at Annex "A", FOB Destination as indicated, for all three (3) years. The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all extended prices.

2. Basis of Selection

2.1 It is the intention of Canada to issue two (2) Standing Offers (should sufficient bids be received) to the offerors who:

1. Meets all Mandatory requirements;
2. Offer the lowest and second-lowest aggregate values; and
3. Meet all the Conditions Precedent to Issue of a Standing Offer (located in Part 5).

2.2 Funding:

Funding for the Standing Offers will be split as follows:

2.2.1 If two (2) Standing Offer are issued: 60/40 with the Offeror with the lowest aggregate value receiving the higher valued Standing Offer (/001). The offeror with the second lowest aggregate value will receive the Standing Offer valued at 40% of the funding (/002).

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications or documents 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 the Standing Offer.

The Contracting Authority will have the right to ask for additional information to verify the offerors' compliance with the certifications before issuance of the 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 Contracting Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to

provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. 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.

2.1 Federal Contractors Program - 200,000 or more

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows: The Offeror or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

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

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

2.2 Documents Required:

2.2.1 Proof of insurance coverage which meets or exceeds the coverage stipulated.

2.2.2 Copy of WSIB Certificate of Compliance

2.2.3 Copy of your company's most recent, signed Health and Safety Plan as it relates to this work.

2.2.4 Product data sheets for pavement marking paint in white, yellow and blue (one data sheet and one paint chip for each colour).

2.3 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex B.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 04 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the

Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of the Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Deborah Bell
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch Petawawa Office
Bldg. S-111, CFB Petawawa, Ontario K8H 2X3

Telephone : 613-687-6655
Facsimile: 613-687-6656
Email: debbie.bell@pwasc.ac.ca

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

4.2 DND Technical Authority

The DND Technical Authority for the Standing Offer is: *(to be provided at time of issue)*

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

4.3 Offeror's Representative (BIDDER TO COMPLETE):

Name and telephone number of the person responsible for:

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Base Constructors Engineers, CFB Petawawa

6. Call-up Procedures

6.1 Call-ups will be issued on a right of first refusal basis, to the Primary Standing Offer holder (/001) first. Should the Offeror not be able to fulfill the call-up as requested or within the stated time frame, the call-up will then be offered to the second SOA holder (/002), either in whole or in part, at the sole discretion of the Technical Authority.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer", or any other agreed to form or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-07-16) General Conditions - Services
- e) Annex A - Pricing Basis;
- f) Annex B - Statement of Work
- g) the Offeror's offer _____ (insert date of offer) (If the offer was clarified or amended, insert at the time of issuance of the offer: ", as clarified on _____" or ", as amended _____". (insert date(s) of clarification(s) or amendment(s) if applicable)

10. Certifications

10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period 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 that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in _____. (The Standing Offer Authority must insert the name of the province or territory as specified by the Offeror in its offer).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Requirement

The Contractor must perform the work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-07-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 04 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

2.2 SACC Manual Clauses

A9062C Canadian Forces Site Regulations 2010-01-11

3. Term of the Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

1. The basis of Payment attached hereto as Annex A shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "A", entitled "Basis of Payment" Harmonized Sales Tax (HST) extra, if applicable.

4.2 SACC Manual Clause

H1001C (2008-05-12) Multiple Payments

4.3 Payment by Credit Card

Credit cards are not accepted.

OR

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

5. Invoicing Instructions

One copy of the Invoice shall be submitted to:

Department of National Defence

Base Construction Engineers

Bldg. S-111

CFB Petawawa, Ontario K8H 2X3

6. Insurance

6.1 Insurance Requirements:

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

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

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

6.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - D. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - E. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy

must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- G. Employees and, if applicable, Volunteers must be included as Additional Insured.
- H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- M. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- N. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against

Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

6.4 Automobile Liability Insurance

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

- A. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- B. Accident Benefits - all jurisdictional statutes
- C. Uninsured Motorist Protection
- D. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "A"

BASIS OF PAYMENT

The format of the Pricing shall not be altered except for the provision of the bid price for each item and each year. All prices are to be net prices in Canadian funds including all labour, equipment, materials, Canadian Customs duties, excise taxes and are to be FOB destination(s) indicated, including all delivery charges. HST shall not be included in pricing and shall be shown as a separate item on invoices.

Estimated usages: as set out in the RFSO are to allow Canada to evaluate the offers and are only estimates. No estimate contained in this RFSO represents a commitment on behalf of Canada. Estimates given are per year.

Year 1 - *(to be completed at time of award)*

Year 2 -

Year 3 -

Abbreviations:

M = meters

Mm = millimeters

LinM = Linear meter

EA = Each

Item	Description	Unit of Issue	Est. Qty	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1	Road - Paint longitudinal line 150 mm Solid or dashed (new)	Lin M	15000			
2	Road - Re-paint longitudinal line 150 mm Solid or dashed (existing)	Lin M	15000			
3	Road - Paint longitudinal line 150 mm Solid or dashed (new) Reflectorized glass bead	Lin M	1000			
4	Road - Re-paint longitudinal line 150 mm Solid or dashed (existing) Reflectorized glass bead	Lin M	1000			
5	Parking - Paint longitudinal line 150 mm Solid (new)	Lin M	1000			
6	Parking - Paint longitudinal	Lin M	1000			

	line 150 mm Solid (existing)					
7	Parking - Paint longitudinal line 100 mm Solid (new)	Lin M	2000			
8	Parking - Paint longitudinal line 100 mm Solid (existing)	Lin M	2000			
9	Transverse Stop line 600 mm x width of lane, single lane width (new)	EA	8			
10	Transverse Stop line 600 mm x width of lane with 150 mm x 10m longitudinal line attached. Single lane width. Attached longitudinal lines longer than 10 m will be prices as per line item 1 (new)	EA	8			
11	Transverse Stop line 600 mm x width of lane, double lane width (new)	EA	6			
12	Transverse Stop line 600 mm x width of lane with 150 mm x 10 m longitudinal line attached. Double alne width. Attached longitudingal lines longer than 10 m will be priced as per line item 1 (new)	EA	6			
13	Transverse Stop line 600 mm x width of lane triple lane width (new)	EA	2			
14	Transverse Stop line 600 mm x width of laned with 150 mm x 10 m longitudinal line attached. Triple lane width. Attached longitudinal lines longer than 10 m will be priced as per line item 1 (new)	EA	2			
15	Transverse Stop line 600	EA	10			

	mm x width of lane, single lane width (existing)					
16	Transverse Stop line 600 mm x width of lane with 150 mm x 10 m longitudinal line attached. Single lane width. Attached longitudinal lines longer than 10 m will be priced as per line item 2 (existing)	EA	10			
17	Transverse Stop line 600 mm x width of lane, double lane width (existing)	EA	10			
18	Transverse Stop line 600 mm x width of lane with 150 mm x 10 m longitudinal line attached. Double lane width. Attached longitudinal lines longer than 10 m will be priced as per line item 2 (existing)	EA	10			
19	Transverse Stop line 600 mm x width of lane triple lane width (existing)	EA	10			
20	Transverse Stop line 600 mm x width of lane with 150 mm x 10 m longitudinal line attached. Triple lane width. Attached longitudinal lines longer than 10 m will be priced as per line item 2 (existing)	EA	10			
21	Paint a crosswalk, crosswalk consists of 2 parallel lines and will be priced as a double line	LinM	10			
22	Pavement "X" 500 mm	EA	5			
23	Gore areas total lineal	LinM	500			

	metres of 150mm and 600mm					
24	Handicap parking space (new) with 1 meter square blue base coat and white symbol	EA	10			
25	Handicap parking space (existing) with 1 meter square blue base coat and white symbol	EA	15			
26	Handicap parking space symbol (new)	EA	10			
27	Handicap parking space symbol (existing)	EA	15			
28	Remove lines by sodablasting	LinM	3000			
29	Turn Arrow (left or right)	EA	30			
30	Arrow straight	EA	15			
31	Arrow combination straight and turn	EA	20			
32	Letters 11" to 24"	EA	25			
33	Letters 1" to 11"	EA	25			

ANNEX B SPECIFICATION

Specifications for Painting Pavement Markings throughout CFB / ASU Petawawa

2012-06-05

CB395

1) Identification

- a) The requirement is to supply all labour, materials supervision; transportation and equipment required to layout and paint new and repaint existing pavement markings such as centre lines, shoulder lines crosswalks, turning arrows on roads along with parking lot lines and blue handicap parking spaces. This requirement is on an as and when requested basis.

2) Standards

- a) Canadian Standards Association (CSA)
- b) Canadian General Standards Board (CGSB)
- c) Ontario Provincial Standard Specification (OPSS)
- d) Transportation Association of Canada (TAC)
- e) Manual of Uniform Traffic Control Devices for Canada (MUTCD)

3) Foreseeable Safety Hazards.

- a) Ontario Occupational Health and Safety Act R.S.O. 1990 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. 1990.
- b) Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act.
 - i) The means small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement;

- ii) Canada will identify the common medium to high risk tasks. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service provider's review and subsequent safety plan must be communicated to Canada and their employees should not be relegated to a simple "one size fits all format. Each situation must be tailored specifically in writing to the project at hand.
 - iii) Canada will require task specific safety plans with proof of attendance of all the service providers employees, sub contracted employees and if required Canada's effected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement / task.
- c) Canada's due diligence will be exercised by the Project Authority by verifying that the service provider:
 - i) has an established and current safety program in force for all employees under contract for this requirement;
 - ii) has complied with all applicable WSIB legislation;
 - iii) has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
 - iv) is providing their own supervision for safety aspects of the project.
 - v) is performing the work in a safe manor using the correct protective equipment.
- d) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
 - i) The Project Authority will identify the hazard to the service provider's responsible person, who is identified in their safety plan.
 - ii) If the unsafe work practice continues the Project Authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices.
 - iii) Canada may require that the service provider replace their personnel if those personnel are repeatedly performing unsafe work.
- e) Common Medium to High Risk Hazards
 - i) This is not an all inclusive list but are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:
 - (1) Exposure to unexploded ordinance (UXO). When work on this requirement is on a military establishment there is a UXO risk. Canadian Forces Base (CFB) Petawawa and CFB Borden have known UXO risks. Each CFB has a written procedure for access to known areas with UXO hazards. Even in areas that do not require special UXO training, service providers must ensure they inform staff that if for any reason they see what may be a UXO, they must not investigate closer, leave the area and inform the appropriate authorities.
 - (2) Excavation –Extreme care and planning for all excavations (manual and machine) before commencing.
 - (3) Exposures to high voltage / arc flash – many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground

high voltage power distribution. Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

(4) Working at heights – Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).

(5) Working in confined space – Canada has many different types of confined spaces. Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. Service providers must comply with Canada's confined space access policy including entry permit process.

(6) Hot work – Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.

(7) Working with chemicals- Many projects require the use of chemicals to complete them. Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will service provider's chemicals be disposed of in any location or system on Canada's property.

(8) Traffic control – In many facilities, Canada maintains its own road system and emergency services responders. Under no circumstances shall the service provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses. In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with service provider's employees.

(9) Exposure to pressure vessels – many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants. The service provider must ensure that a qualified person is in attendance at all times when installing or maintaining pressure vessels. Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels

(10) Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources.

(11) Other – at the time of work, if there is other, and there are many known hazards, the Technical Authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

4) Technical Requirements

- a) A company representative must complete the fire safety Construction/Demolition Sites Annex A and return it to the approving authority
- b) The contractor will report to BCE contracts section to sign in before starting work and must sign out upon completion of the days work
- c) A drawing and / or a clear description of each requirement will be provided with the call up to the contractor by the technical authority.

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- d) The Technical Authority must approve all work layouts prior to painting.
 - e) Paint application: OPSS and in accordance with the manufacturer's printed instructions.
 - f) Dry film thickness: 230 + 25 microns (1 micron = 0.001 mm)
 - g) Reflectorized glass bead application: OPSS
 - h) Paint lines shall be of uniform colour and density with sharp edges.
 - i) Line width tolerance: stated width + 12 mm.
 - j) Marking quality: OPSS.
 - k) Clear pavement surface immediately before applying paint.
 - l) Pavement surface shall be dry, free from ponded water, frost, ice, dust, oil, grease, and other foreign materials.
 - m) Apply paint only when air temperature is above 10°C, wind speed is less than 60 km/h and there is no rain forecast within the next four hours.
 - n) Protect pavement markings until dry.
 - o) All work layouts must allow for traffic flow around work area and prevent traffic from traveling over wet paint.
 - p) There will be no painting between one half hour before sunset to one half hour after sunrise.
 - q) The normal hours of work are 0730 to 1600 Monday to Friday. Painting outside normal hours requires approval from the Technical Authority in advance of work.
 - r) At time of call up if the requirement is to repaint existing spaces the Technical Authority may ask that lines be repainted to match existing spaces if the existing meets or exceeds the standard.
 - s) Pavement markings, lines and symbols: MUTCD manual.
 - t) Longitudinal Centreline: Solid yellow, 150 mm wide, MUTCD manual.
 - u) Longitudinal Double centerline: two solid yellow lines, 150 mm wide each, separated by 150mm, MUTCD manual.
 - v) Longitudinal edge of lane or edge of pavement (without curbs) line: solid white, 150 mm wide, MUTCD manual.
 - w) Longitudinal edge of lane dashed line: white, 150 mm wide, 3.0 m long dash with 3.0 m spaces between dashes, MUTCD manual.

- x) Transverse stop line: solid white, 600mm wide, MUTCD manual.
- y) Transverse stop line: solid white, 600mm wide with a solid white 150mm longitudinal line 10m long attached, MUTCD manual; longitudinal lines longer than 10 m will be priced by the linear meter.
- z) Transverse crosswalk line: double solid white, 300 mm wide, MUTCD manual.
- aa) Pavement arrows: solid white, sized according to MUTCD manual.
- bb) Pavement "X" (crosswalk): solid white, 500 mm wide, MUTCD manual.
- cc) Intersection markings (unsignalized, with crosswalks): MUTCD manual.
- dd) Intersection markings (unsignalized, without crosswalks): MUTCD manual.
- ee) Gore areas (with diagonal lines): solid yellow lines, 150 mm wide and solid yellow diagonal lines 600 mm wide at 2.6 m on centre, MUTCD will be priced as one continuous line by the linear meter.
- ff) Vehicle parking: solid yellow lines, 150 mm or 100 mm wide at + 3.0 m on centre and 5.5 m long. The distance between lines on a new layout shall be confirmed prior to starting to paint. There may be instances where the Technical Authority requests repainting of existing lines.
- gg) Designated parking space layout: (CSA) Parking Spaces and passenger loading zones. Handicap parking space: solid yellow lines, 150 mm or 100mm wide at 3.9 m on centre and 5.5 m long. In the centre of the parking space the international symbol of accessibility shall be painted white proportionally scaled to 1.0 m high or the international symbol of accessibility will be painted on a 1 meter square blue patch.

5) Documentation

- a) Submit product data sheets for:
 - i) Pavement marking paint (one data sheet and one colour chip for each colour) The Contractor shall provide a copy of the manufacturers directions to the Technical Authority prior to work commencement.
 - ii) Reflectorizing glass beads