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REGIONAL INDIVIDUAL STANDING OFFER SIGN PAINTING / INSTALLATION

PART 1 - GENERAL INFORMATION

1.0 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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, the Insurance Requirements, and the Standing Offer Usage Report.

2.0 Summary

The Department of National Defence, 17 Wing, Winnipeg, Manitoba, has a requirement to provide all labour, materials, tools, equipment, transportation and supervision necessary for the complete layout, design, production and installation of various signs on an "as and when" required basis, as detailed in the Statement of Work. The period of the Standing Offer Agreement (SOA) is from 01 May 2012 to 31 April 2014 inclusive, with Canada retaining an irrevocable option to extend the SOA for three (3) additional one (1) year periods.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

3.0 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

1.0 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC manual Clauses

M0220T (2007-05-25), Evaluation of Price

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

2.0 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.

3.0 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.

4.0 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 Manitoba.

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

1.0 Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

PRICES MUST APPEAR IN THE FINANCIAL OFFER ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE OFFER.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process 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: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted: VISA [] Master Card []

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

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

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Procedures

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

1.1 Financial Evaluation

SACC Manual Clause M0222T (2010-01-11), Evaluation of Price

2.0 Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1.0 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

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 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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

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various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

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If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Certification

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

PART 6 - INSURANCE REQUIREMENTS

1.0 Insurance Requirements

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 **Annex C**.

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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****1.0 Offer**

The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex "A"**.

2.0 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-0516) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "D"**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: May 1 to July 31;
- 2nd quarter: August 1 to October 31;
- 3rd quarter: November 1 to January 31;
- 4th quarter: February 1 to April 30.

The data must be submitted to the Standing Offer Authority no later than three (3) calendar days after the end of the reporting period.

3.0 Term of Standing Offer**3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 May 2012 to 30 April 2014.

3.2 Extension of Standing Offer

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) consecutive one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority three (3) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.0 Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Monique Beaudette
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Suite 100-167 Lombard Avenue
P.O. Box 1408
Winnipeg, MB R3C 2Z1

Telephone No.: (204) 983-6676

Facsimile No.: (204) 983-7796

E-mail address: monique.beaudette@pwgsc-tpsgc.gc.ca

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

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 for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.0 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, 17 Wing, Winnipeg, Manitoba.

7.0 Call-up Instrument

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

8.0 Limitation of Call-ups

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

9.0 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10.0 Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2029 (2011-05-16), General Conditions - Goods or Services (Low Dollar Value);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Standing Offer Usage Report;
- (i) the Offeror's offer _____.

11.0 Certifications

11.1 Compliance

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

12.0 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 Manitoba.

13.0 SACC Manual Clauses

M3000C (2006-08-15), Price Lists

M3800C (2006-08-15), Estimates

A9006C (2008-05-12), Defence Contract

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.

1.0 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2.0 Standard Clauses and Conditions

2.1 General Conditions

2029 (2011-05-16), General Conditions - Goods and Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts of 2029 (2011-05-16), General Conditions - Goods and Services (Low Dollar Value) will not apply to payments made by credit cards.

3.0 Term of Contract

3.1 Period of the Contract

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

4.0 Payment

4.1 Basis of Payment - Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s) as specified in Annex B for a cost of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation Of Price

4.3 SACC Manual Clauses

H1000C (2008-05-12), Single Payment

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification
C2000C (2007-11-30), Taxes, Foreign-based Suppliers

4.4 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

4.5 Payment by Credit Card

The following credit card(s) are accepted: TBD

5.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.0 Insurance Requirements

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

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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.

7.0 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

Standing Offer Agreement(SOA)**17 Wing Winnipeg****SIGN PAINTING/INSTALLATION****1: REQUIREMENT**

To provide all Material, Equipment, Labour, Tools, Transportation and Supervision necessary for the complete layout/design/production and installation of various signs for the Department of National Defence, 17 Wing, CE/Contracts, Winnipeg, Manitoba, on an "as and when" required basis, for the period of 01 May 2012 to 31 April 2014 inclusive, with the option to extend for three (3) additional one (1) year periods.

Past production of signage typically consists of 5% silk screening; 65% vinyl Lettering 30% hand lettering.

2: TECHNICAL KNOWLEDGE

- * Knowledge of various vinyl material and the correct application there of;
- * Knowledge of color theory a must;
- * Must know the various properties of a wide range of exterior grade enamels and acrylics.
- * Must know the compatibility of different paints.
- * Must possess a good working knowledge of the silk screen-printing process;
- * Must possess a working knowledge of hand lettering techniques and be able to discern when to apply them vs Vinyl application;
- * Must be able to accurately asses all jobs accordingly e.g.: vinyl vs. hand lettering for cost effectiveness the meeting of deadlines vs. workload;
- * Accurately establishing a final cost to every job;
- * Must possess a working knowledge of all safety procedures including knowing WHMIS labelling and understanding its contents.

3: SOFTWARE ON-SITE

Corel Draw Version 5. Most of the Crests are on diskette as Bitmaps in Corel Draw 5.

4: SAFETY REQUIREMENTS

.1 General. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the SOA.

.2 Construction Safety Measures. Observe and enforce construction safety measures required by the most recent edition of the National Building Code of Canada, Provincial Government, Workers Compensation Board and Municipal Statues and Authorities.

- .1 In event of conflict between any provisions of above authorities, the most stringent provision will apply.

.3 Work procedures and equipment:

- .1 all work procedures and equipment will be in accordance with legislated standards;
- .2 a "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base. Hot work permits are issued and controlled by the Wing Fire Chief.

.4 Unguarded Work Sites. When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked.

.5 Safety Personnel and Responsibility.

- .1 The Contractor shall supply competent personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.
- .2 DND shall monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the SOA to be reviewed and a written record of the review will become part of the SOA document.
 - .3 The Contractor will report to the contract supervisor and jurisdictional authorities any accident or incident involving contractor, DND or public personnel and/or property arising from the contractor's execution of work.

.6 Delay Due to Health and Safety Regulations Infractions.

.1 The Contractor will include all provisions of the SOA in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.

.2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor will, without additional cost to DND, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the contract supervisor to avoid delay in the final completion of the work or any operation thereof.

.7 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the Wing Fire Chief.

.8 Overloading. No part of the work shall be loaded to the point which will endanger its safety.

.9 Falsework. Falsework shall conform with CSA S269.1-1975, National, Provincial and/or Local codes and by-laws, governing this type of work.

.10 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc, in storm or sanitary sewers.

-
- .11 Dig Permits. Prior to installation of signage requiring excavation the signed dig permit shall be in possession of the contractor and on site. Dig permits are the responsibility of the Contract Inspector.

5: SECURITY REQUIREMENTS

.1 If requested by the Engineer, the Contractor will be required to supply the names of all personnel that require access to the work sites, and on a regular basis as employees change or as requested by the Engineer.

.2 This requirement may be put in place to ensure quick access to the work sites. If a Contractor's employee name is not provided in advance, the Contractor's employee may experience delays in getting access. Any time lost while the Contractor's employees are waiting for access due to names not being forwarded to the Engineer, will be the responsibility of the Contractor.

6: WORK ESTIMATES

.1 The Engineer's Contracts Inspectors will normally request an approximate cost for call-ups, in which case a verbal estimate is acceptable.

.2 If a "Quote" is requested, a written quote shall be faxed to the Engineer's Contracts Inspector requesting it and there shall be no charge to DND for this service.

7: HAZARDOUS MATERIALS

.1 Material Safety Data sheets must be provided to the Wing Construction Engineering Officer for any controlled product being brought onto locations listed in paragraph 1.

.2 Contractor personnel will have been trained in workplace hazardous material legislation as contained in Occupational Health and Safety Regulations of the Canada Labour Code.

8: SERVICE CALL-UPS

Delivery shall be made as agreed upon and indicated on the call-up on a standing offer.

9: RESPONSIBILITIES

.1 Itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.

.2 The Contractor shall provide daily work sheets showing start and completion times for each job performed against this SOA.

.3 Work sheets shall be signed by the Engineer or the Engineer's representative on site and shall be submitted with each invoice forwarded for payment.

.4 The Contractor's mark-up costs are to include all costs associated with material pick up and delivery to and from site of work.

10: **INVOICES**

.1 All invoices submitted for payment shall be accompanied by a copy of the DSS 942 (Requisition on SOA).

.2 Invoices are to include a breakdown as follows:

- .1 Rates of pay 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 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
- .5 Where discount or mark-up is applicable, please indicate separately.
- .6 Goods and Services Tax (GST) shall be shown as a separate item.

.3 Invoices submitted for payment against this SOA that are not properly identified will be returned to the contractor for proper annotation before certification for payment is made.

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Basis of Payment

ANNEX B

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement.

THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL PROPOSAL.

Offerors shall provide offers as per unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Standing Offer Agreement. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.

Firm Unit Price, GST extra, F.O.B Destination, including all delivery charges to destination detailed herein.

TABLE 1 - SIGNS								
Item No.	Description	U Of I	Est Qty	Unit Price First Year	Unit Price Second Year	Unit Price First Option Year	Unit Price Second Option Year	Unit Price Third Option Year
1	RESERVED PARKING STALL: 46cm x 18cm x 16cm (064)gauge aluminium Silk screen- two colours. Additional lettering to be charged as indicated under "LETTER PRICING"	ea	20					
2	NUMBERED RESERVED PARKING STALL: 46cm x 18cm x 16cm gauge aluminium Silkscreen -two colours. Additional lettering to be charged as indicated under "LETTER PRICING"	ea	20					
3	HANDI-CAP SIGN: 46cm x 18cm x 16cm gauge aluminium Silkscreen -two colours. Additional lettering to be charged as indicated under "LETTER PRICING"	ea	10					
4	BUILDING NUMBER IDENTIFICATION SIGN: 40cm x 40cm x ½ Creozone plywood Additional lettering to be charged as indicated under "LETTER PRICING"	ea	10					
5	OFFICE/WASHROOM SIGNS: Additional lettering to be charged as indicated under "LETTER PRICING"	ea	10					

TABLE 1 - SIGNS								
Item No.	Description	U Of I	Est Qty	Unit Price First Year	Unit Price Second Year	Unit Price First Option Year	Unit Price Second Option Year	Unit Price Third Option Year
6	HAND PAINTED CREST: Typical hand painted crest for billboard signs are: -up to 6 colours -approximately 45 x 440cm quotations for individual crests must be provided at the time of call up.	ea	5					
7 (a)	4 X 8 BILLBOARD SIGNS: ½ Inch creozone plywood, painted background. Additional lettering to be charged as indicated under "LETTER PRICING	ea	10					
(b)	Charge per additional background colour	ea	10					
8	Silk Screening: Silk Screening will be charged in accordance to the Contractors Published Price List.							

TABLE 2 - DESIGN / LAYOUT LABOUR								
Item No.	Description	U Of I	Est Qty	Unit Price First Year	Unit Price Second Year	Unit Price First Option Year	Unit Price Second Option Year	Unit Price Third Option Year
9	HOURLY RATE FOR DESIGN ON LAYOUT PREPERATION	hr	50					

Number of hours estimated for each requirement is to be provided to and approved by the Site Service Authority, prior to any work being started (Actual time charged shall not exceed the estimate provided to the Site Authority). **NOTE: No payment will be made without the Site Authorities authorization**

TABLE 3 - LETTER PRICING

Item No.	Description	U Of I	Est Qty	Unit Price First Year	Unit Price Second Year	Unit Price First Option Year	Unit Price Second Option Year	Unit Price Third Option Year
10	Vinyl Lettering (Stick On)							
a)	1-4 cm	ea	100					
b)	4-6 cm	ea	100					
c)	6-10 cm	ea	100					
d)	10-15 cm	ea	100					
e)	15-20 cm	ea	100					
f)	20-30cm	ea	100					
11	HAND PAINTED LETTERING							
a)	1-4cm	ea	20					
b)	4-6 cm	ea	20					
c)	6-10cm	ea	20					
d)	10-15cm	ea	20					
e)	15-20cm	ea	20					
f)	20-30cm	ea	20					

TABLE 4 - INSTALLATION

Item No.	Description	U Of I	Est Qty	Unit Price First Year	Unit Price Second Year	Unit Price First Option Year	Unit Price Second Option Year	Unit Price Third Option Year
12	Installation Labour	hr	80					

Insurance Requirements**ANNEX C****1.0 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) 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.

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ANNEX D - STANDING OFFER USAGE REPORT

Return to:

ATTN.: Monique Beaudette
Public Works and Government Services Canada
Acquisitions Branch
Facsimile: (204) 983-7796
Telephone: (204) 983-6676
Email: monique.beaudette@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: May 1 to July 31;
2nd quarter: August 1 to October 31;
3rd quarter: November 1 to January 31;
4th quarter: February 1 to April 30.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: _____
STANDING OFFER NO: _____
DEPARTMENT OR AGENCY: _____
REPORTING PERIOD: _____

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A + B) Total Accumulated Call-Ups			

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

PREPARED BY: _____
NAME: _____
TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____