

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9

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 Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet New Brunswick, Moving Services	
Solicitation No. - N° de l'invitation E0227-140213/A	Date 2013-06-18
Client Reference No. - N° de référence du client E0227-140213	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3265
File No. - N° de dossier PWB-3-36016 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-30	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506)636-4541 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Moving Services New Brunswick New Brunswick Canada	
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

Solicitation No. - N° de l'invitation

E0227-140213/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-140213

File No. - N° du dossier

PWB-3-36016

CCC No./N° CCC - FMS No/ N° VME

IMPORTANT NOTICE TO SUPPLIERS

Government of Canada is moving its Government Electronic Tendering Service from MERX to <http://Buyandsell.gc.ca/tenders> on June 1, 2013

Starting June 1, 2013, federal government tenders (tender notices and bid solicitation documents) will be published and available free of charge on a Government of Canada Web site on <http://Buyandsell.gc.ca/tenders>

The Government Electronic Tendering Service on <http://Buyandsell.gc.ca/tenders> will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

Get more details in the Frequently Asked Questions section of <http://Buyandsell.gc.ca/tenders>
After June 1, 2013, all tenders and related documents and amendments will be on <http://Buyandsell.gc.ca/tenders>

On June 1, 2013, suppliers must go to <http://Buyandsell.gc.ca/tenders> to check for amendments to any tender opportunities that they have been following on MERX prior to June 1.

Bookmark <http://Buyandsell.gc.ca/tenders> now to be ready for June 1!

**MOVING SERVICES
VARIOUS LOCATIONS, NEW BRUNSWICK**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications
2. Certifications Precedent to Contract Award

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirements
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications

Solicitation No. - N° de l'invitation

E0227-140213/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-140213

File No. - N° du dossier

PWB-3-36016

CCC No./N° CCC - FMS No/ N° VME

12. Applicable Laws
13. Estimates
14. Insurance Requirements

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions

List of Annexes:

- Annex A: Basis of Payment
Annex B: Certifications
Annex C: Complete List of Each Individual Who is Currently on the Bidder's Board of Directors
Annex D: Specification

PART 1 - GENERAL INFORMATION

1. 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Basis of Payment, Certifications and Specification.

2. Summary

Public Works and Government Services Canada has a requirement for the establishment of a Regional Individual Standing Offer (RISO) for the general moving of office furniture and equipment. Some warehouse shelving and equipment may be required to be moved. Also included could be lab and marine equipment. The moves could be internal (from one office to another within a building), from one building to another building or into or out of selected storage sites/office space within New Brunswick. Large moves may be taking place during the term of this Standing Offer Agreement. The work will be performed as and when requested, for a period of three (3) years from Date of Award. All work is to be completed in accordance with the Specifications attached Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, as well as the Canada-Peru, Canada-Colombia and Canada-Panama Free Trade Agreements.

It is PWGSC's intention to enter into up to two (2) Standing Offers. The PWGSC Project Authority will establish the Scope of Services to be performed at the time of the call-up. The highest ranked Offeror shall be given first consideration. Should that Offeror be deemed unable to carry out the proposed services due to the required time frame, the next highest ranked offeror would be approached.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation 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.

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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

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.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

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.

Solicitation No. - N° de l'invitation

E0227-140213/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-140213

File No. - N° du dossier

PWB-3-36016

CCC No./N° CCC - FMS No/ N° VME

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Unit Price Table (See Annex "A"). Offerors are required to bid on all line items in the unit price table or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will receive the highest rank and will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to two (2) Standing Offers.

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 the 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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror as per section 01 of Standard Instructions 2006, for himself and its affiliates are, to be in compliance with the provisions as stated in Section 01 "Code of Conduct and Certifications - Offer" clause of the Standard Instructions 2006. The related documentation therein required will help assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of Standing Offer

The certifications listed below and the certifications in **Annex "B" Certifications** 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 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

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 Applicable Taxes.

2.2 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

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

PART 6 - INSURANCE REQUIREMENTS

1. 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 B**.

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. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "D".

2. Security Requirements

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

3. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is three (3) years from Date of Award.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Gisèle Doucet
Public Works and Government Services Canada
Acquisitions Branch

Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-4541
Facsimile: (506) 636-4376
E-mail address: gisele.doucet@pwgsc.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: () _____
Fax: () _____
E-mail: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Harmonized Sales Tax extra).

9. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$158,465.00 (Harmonized Sales Tax extra) 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 4 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. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

11. Certifications

11.1. Compliance

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

12. Applicable Laws

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

13. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

14. Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, 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 Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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 Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

Supplemental General Conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. 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. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

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

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. 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.

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.

ANNEX "A"
BASIS OF PAYMENT

Unit Price Table (1)

Item	Class of Labour, Material or Plant	Unit	Estimated Total Quantity	Unit Price (\$)	Estimated Total Price (\$)
1.	<u>Regular Hours</u> 0800 to 1700 Hours (7 days a week)				
	Supervisor	Hour	750		
	Driver	Hour	750		
	Helper	Hour	1,000		
	Packer	Hour	500		
2.	<u>Outside Regular Hours</u> (7 days a week) 1700 to 0800 hours plus Holidays				
	Supervisor	Hour	500		
	Driver	Hour	500		
	Helper	Hour	500		
	Packer	Hour	500		
3.	Straight Truck	Hour	1,000		
	Tractor Trailer	Hour	500		
3a.	Transportation Van	Hour	500		
4.	<u>Materials</u>				
	Tape	Roll	1,000		
	Cartons	2 X 2	1,000		
		4 X 4	100		
		China	10		
		Mirror	10		
	Plastic Crates	Rental/ week	2,000		
	Labels	Each	4,000		
Total Estimated Amount (GST/HST extra):					

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

Solicitation No. - N° de l'invitation

E0227-140213/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-140213

File No. - N° du dossier

PWB-3-36016

CCC No./N° CCC - FMS No/ N° VME

In Item 3, this is the price for the equipment only, the drivers time is to be added in Items 1 and 2.

Solicitation No. - N° de l'invitation

E0227-140213/A

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

E0227-140213

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-3-36016

Buyer ID - Id de l'acheteur

pwb004

CCC No./N° CCC - FMS No/ N° VME

Unit Price Table (2)

Moving Services, Various Locations, New Brunswick

	CLASS OF SERVICE	UNIT OF MEASURE	PERCENTAGE REBATE
1	Rebate on Returned Cartons		
	Cartons	2 cubic feet	_____ %
	Cartons	4 cubic feet	_____ %
	Cartons	6 cubic feet	_____ %
	Cartons	China	_____ %
	Cartons	Mirror	_____ %

Note: This page must be completed and returned as part of your tender and acceptance package, but is not to be included in the total tender price.

ANNEX "B"

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

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 the Department of National Defence.
 - (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.

Solicitation No. - N° de l'invitation

E0227-140213/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-140213

File No. - N° du dossier

PWB-3-36016

CCC No./N° CCC - FMS No/ N° VME

ANNEX “D” SPECIFICATION

**PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
ASSET AND FACILITIES MANAGEMENT SERVICES**

**MOVING SERVICES
New Brunswick**

**STANDING OFFER AGREEMENT
SPECIFICATION**

Description : Standing Offer Agreement - Moving Services

Location : New Brunswick

Project #: _____

INDEX

Section Title	Page
1. Definitions	3
2. Description of Services	4
3. Location	4
4. General	4
5. Services to be Performed	4
6. Invoicing	5
7. Security Clearance	6
8. Compliance Requirements	6
9. Submittals	6
10. Training	6
11. Disciplinary Procedures	7
12. Requisition Form	8

Definitions

Add	Make an addition to.
Adjust	Bring components to a more effective relative position.
Assemble	To take apart and put together again.
Clean	Scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter.
Check/Inspect	View closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfil their function to a high degree of efficiency.
Instruct	Inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures.
Measure	To determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer.
Normal Working Hours	Monday to Friday, between the hours of 0800 hrs and 1700 hrs inclusive, weekends and statutory holidays excluded.
Property Manager	The Property Manager is a staff member of PWGSC who reports to the Asset Manager of PWGSC.
Remove	Take off or away from.
Repack	Fill with packing again.
Repair	Restore to a sound state.
Replace	Restore by removing old components and replacing with new components.
Report	To Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken.

- 1. Description of Services** .1 This standing offer involves the general moving of office furniture and equipment. Some warehouse shelving and equipment may be required to be moved. Also included could be lab and marine equipment. The moves could be internal (from one office space to another within a building), from one building to another building or into or out of selected storage sites/office space within New Brunswick. Large moves may be taking place during the term of this standing offer.
- 2. Location** .1 Work sites for this Standing Offer Agreement (SOA) include but not limited to, the following: New Brunswick, Contractor is required to move within New Brunswick.
- 3. General** .1 Scope of work under this SOA includes but shall not be limited to the provisions of all labour, material, tools and equipment necessary to complete the work and provide the services listed in Item 4.
- .2 Contact person for this SOA is Allain Roy, (506) 851-4050.
- 4. Services to be Performed** .1 The Contractor shall respond to "Routine" request for service within two (2) working days of being notified by the Departmental Representative.
- .2 Service is to be provided on an "as and when requested" basis only.
- .3 The Contractor shall contact the Departmental Representative and obtain a requisition number.
- .4 The Contractor shall register with the on-site Representative on entering and leaving the premises when applicable.
- .5 Contractor must have a staffed office at all times during normal business hours.
- .6 On award of the contract, the Contractor must provide the names of trained personnel performing work on this standing offer.
- .7 Walk through with the Client Representative prior to the move to determine the existing state of repair of office furniture and equipment.
- .8 It shall be the responsibility of the Contractor to make good any damage caused to or loss of the furniture, computers, equipment and effects or damage to the building structure during the move
- .9 No payment will be made to the Contractor for moves where damages or losses have incurred unless the damage has been rectified by the Contractor.
- .10 On the completion of the move, have a Representative of the Client Department sign Appendix "A" Time Recording / Damage Report.

- .9 No payment will be made to the Contractor for moves where damages or losses have incurred unless the damage has been rectified by the Contractor.
- .10 On the completion of the move, have a Representative of the Client Department sign Appendix "A" Time Recording / Damage Report.
- .11 Meet with Public Works and Government Services Canada's Representative and/or client department representative to carry out all necessary arrangements to execute the move of office furniture and/or equipment.
- .12 Arrange for use of elevators either with Public Works and Government Services Canada staff in managed facilities, or the appropriate landlord in leased facilities. If costs are incurred for use of elevators in leased facilities, the contractor will pay the landlord and Public Works and Government Services Canada will reimburse the contractor provided the contractor provides proof of such charges.
- .13 Arrange for suitable hours to carry out the move with the appropriate client department.
- .14 Where a move requires specialized services or equipment (i.e. Low beds, cranes, etc.), the approval of Public Works and Government Services Canada must be obtained prior to initiation of such moves. This includes approval of sub-contractor and dollar value. Any dumping fees will be paid by PWGSC as a pass through cost plus time which must have the prior approval of PWGSC representative.
- .15 Time will start from when men and materials leave the nearest terminal owned by the standing offer provider to a maximum of 4 hours return. Not included are lunch or supper hour breaks. These will not be paid for by the Crown. When delivering boxes or bins in advance of the move, PWGSC will pay for a transport van to and from the site plus the driver for a maximum of 4 hours return to and from the drop off site.
- .16 Public Works and Government Services Canada will pay for vehicle for transportation of men to and from the job site for internal moves to a maximum of 4 hours return.

5. Invoicing

- .1 The Contractor shall submit job slip(s) signed by the Departmental Representative with the invoice. No invoice will be considered for payment unless accompanied by signed time recording / damage report as detailed in Appendix "A".
- .2 Invoice must show:
 - .1 Contract number
 - .2 Work location
 - .3 Date
 - .4 Requisition number

- .5 Name of person who authorized call.6 Total person hours and equipment hours
- .7 Total cost as per Unit Price Table
- .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.
- 6. Security Clearance**
 - .1 Security escort required.
- 7. Compliance Requirements**
 - .1 Comply with the Canada Labour Code Part II and Canada Occupational Health and Safety Regulations.
 - .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - .3 Observe and enforce construction safety measures required by the following statutes and authorities:
 - .1 The National Building Code of Canada, Part 8.
 - .2 The National Fire Code of Canada.
 - .3 Provincial Workers Compensation Board.
 - .4 Municipal Statutes and Ordinances.
- 8. Submittals**
 - .1 Before Award:
 - .1 Have completed or be enrolled / registered in a recognized "Safety Audit Program". This safety program must be successfully completed within six months of the award of this Standing Offer Agreement and must include certification of the successful completion of the EXTERNAL SAFETY AUDIT. This audit to be performed by an independent company/person qualified to conduct safety audits..
- 9. Training**
 - .1 Before Work Begins Contractor is to provide:
 - .1 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement/Service Contract. Updated list complete with licenses shall be kept on site including personnel changes.
 - .2 Training for workers shall include (but not limited to)
 - .1 Safe operation of tools and equipment.
 - .2 Proper wearing and use of personal protective equipment (PPE).
 - .3 Safe work practices and procedures of their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.
- 10. Disciplinary**
 - .1 Contractors shall have their own written disciplinary procedures

**Procedures for
Safety Violations**

for violation or non-compliance of work site safety rules and regulations.

- .2 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
- .3 **Second Violation:** Written warning to Contractor for second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
- .4 **Third Violation:** A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s). (Documented to contract file, copies to Contractor and PWGSC).
- .5 **Serious Violation:** For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s). (Violation documented on contract file, copies to Contractor and PWGSC).
- .6 **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations, rules, policy and procedures that result in charges being laid by a Regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to future contracts.

Client Department:

Location:

Date of Move: _____ **Number of Persons:** _____

Number of Vehicles: _____

Note: Lunch or dinner hour are not to be included in hours worked.

Parts A - F to be completed by Client Department.

Hours Worked	Total Hours
(A) Number of drivers	_____
(B) Number of helpers	_____
(C) Time of arrival	_____
(D) Time of departure	_____
(E) Number of cartons returned	_____
(F) Number of plastic crates	_____
(F) No furniture or equipment was damaged or lost as a result of the move.	

Signature of Moving Company Representative: _____

Signature of Client Department Representative: _____

This form must accompany invoice before payment will be made.

One copy to be retained by Client Department.

The following items have been either damaged or misplaced:

Signature of Client Department Representative: _____

Signature of Moving Company Representative: _____

Note: Client Department Representative must sign this form and return to Public Works and Government Services Canada within ten (10) days of completion of work.