

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 Tabusintac, NB - Channel Dredging	
Solicitation No. - N° de l'invitation EC015-140793/A	Date 2013-07-22
Client Reference No. - N° de référence du client EC015-140793	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3280
File No. - N° de dossier PWB-3-36031 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-08	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: Channel Dredging Tabusintac Tabusintac 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

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| (v) GC5 Terms of Payment | R2550D (2010-01-11); |
| (vi) GC6 Delays and Changes in the Work | R2865D (2013-04-25); |
| (vii) GC7 Default, Suspension or Termination of Contract | R2870D (2008-05-12); |

Solicitation No. - N° de l'invitation

EC015-140793/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

EC015-140793

File No. - N° du dossier

PWB-3-36031

CCC No./N° CCC - FMS No/ N° VME

(viii) GC8Dispute Resolution	R2884D (2008-05-12);
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Supplementary Conditions, if any;	
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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

Part 3, Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer;

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 Specification and Drawings, the Basis of Payment, Periodic Usage Report Form, Offer and Code of Conduct Certifications -List of each individual who are currently directors of the Offeror

2. Summary

Public Works and Government Services Canada has a requirement for the establishment of a Regional Individual Standing Offer (RISO). This Standing Offer is for the labour, material and equipment to perform floating plant dredging at Tabusintac Gully, Northumberland County, New Brunswick, for a period of two years from the date of issuance. All work is to be completed on an "as and when required" basis in accordance with Annex "A" Specification and Drawings.

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

3. Debriefing

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

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PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

1. Standard Instructions and Conditions

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

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

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

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

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

2.1 Revision of Offer:

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

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

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

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

Facsimile number for receipt of revisions: (506) 636-4376

2.2 Firm Price and/or Rates:

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

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

2.4 Alterations:

Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s).

Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

2.5 Incomplete Offers: Incomplete offers may be rejected.

2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

2.7 Performance Evaluation

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

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. General

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

2 Offer Preparation Instructions

Section I: Financial Offer

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

Section II: 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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

a) MANDATORY REQUIREMENTS - Required as part of the Offer

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer. _____

b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

- i) Code of Conduct Certifications (*see Part 5 - Certifications*)
 ii) Insurance (*See Part 6 - Insurance*)

1.2. Financial Evaluation

- 1.2.1 Price Schedule - A rate must be entered for each item for one of the two Unit Price Schedules in Annex "D" Offer.

- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra.

2. 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. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Code of Conduct Certifications - Offer (2012-09-05)

Offerors should provide, with their offers 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) 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.

1.2 Insurance, per article 2 of Part 6. (R2590D GC9 - Insurance)

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 SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

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

Certificate of Insurance form - PWGSC-TPSGC 357 (06/2007) is available at web site: _

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at ANNEX D

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

2. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-07-16)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer will be for two years from the date of issuance.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Gisèle Doucet
 Supply Specialist
 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. As Contracting Authority, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

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

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

4.3 Offeror's Representative

Name: _____
Telephone: () _____
Fax: () _____
E-mail: _____

5. Identified users

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

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC/TPSGC 2829 or 942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$80,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$452,000.00 (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 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.

9. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
 - Annex A, Specifications, drawings and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
 - Annex B, Basis of Payment;
 - Annex C, Periodic Usage Report Form
 - Annex E, Code of Conduct Certifications - List of each individual who are currently directors of the Offeror
- h) The Offeror's offer Annex D, dated _____

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 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.

11. Applicable Laws

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

12. Estimates

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

PART 7 (B) - RESULTING CONTRACT CLAUSES

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

(i)	GC1	General Provisions	R2810D	(2013-04-25);
(ii)	GC2	Administration of the Contract	R2820D	(2012-07-16);
(iii)	GC3	Execution and Control of the Work	R2830D	(2010-01-11);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2010-01-11);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2013-04-25);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC9	Insurance	R2590D	(2011-05-16);
 - (c) Supplementary Conditions, if any;
 - (d) Fair Wages and Hours of Labour - Labour Conditions R2940D (2012-07-16);
 - (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
 - (f) Schedules of Wage Rates for Federal Construction Contracts;
 - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:

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

http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

1. SUPPLEMENTAL CONDITIONS

INSERT the following supplementary conditions in the resulting General Conditions:

1.1. T1204 - Direct Request by Customer Department

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

1.2. Periodic Reports

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

2. Term of Contract

2.1 Period of the Contract

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

3. Payment

3.1. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

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

GC5.4 Payment

.1 Terms of Payment

- 1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.

-
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

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

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
 - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
 - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
- .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
 - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

4.1 Basis of Payment - see Annex B

4.2 Limitation of Price

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

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ANNEXES

Annex A	Specifications and Drawings
Annex B	Basis of Payment
Annex C	Periodic Usage Report Form
Annex D	Offer
Annex E	Code of Conduct Certifications - List of each individual who are currently directors of the Offeror

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ANNEX A
SPECIFICATION and DRAWINGS

Attached as ATT 1, DSP Eng.

ANNEX B**.1 Basis of Payment**

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

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

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ANNEX C**Periodic Usage Report Form**

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

Return to:

<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
189 Prince William Street
Saint John, New Brunswick
E2L 2B9

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of work	Call-up #	TOTAL BILLING

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

_____.

PREPARED BY:

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

ANNEX D OFFER

Description of Work:

Channel Dredging Tabusintac Gully, New Brunswick

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 942, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.

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

3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
 - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - .2 The prices do not include the Quebec Sales Tax. The Offeror shall arrange directly with the Province of Quebec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.

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4. PRICES

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

Item	Specification Section	Class of Service	Unit of Measure	Estimated Quantity	Price/ Unit	Total
1	35 20 23	Mobilization / Demobilization	Lump Sum	4	\$_____	\$_____
2	35 20 23	Dredging - Mid-April to June	CMPM	10,000	\$_____	\$_____
3	35 20 23	Dredging - August	CMPM	6,000	\$_____	\$_____

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

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

Costs will be evaluated on the Total Estimated Amount.

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ANNEX E

Code of Conduct and Certifications

COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFERORS BOARD OF DIRECTORS

NOTE TO OFFERORS: LEGIBLY PRINT OR TYPE DIRECTOR SURNAMES AND GIVEN NAMES
