

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government Services Canada/Réception des soumissions Travaux publics et Services gouvernementaux Canada**  
Cabot Place, Phase II  
Box 4600  
St. John's, NL  
A1C 5T2  
Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> VAC- Cemetary Maintenance	
<b>Solicitation No. - N° de l'invitation</b> 51019-131008/B	<b>Date</b> 2013-08-21
<b>Client Reference No. - N° de référence du client</b> 51019-131008	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-040-5941	
<b>File No. - N° de dossier</b> XAQ-3-36065 (040)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> xaq040
<b>Telephone No. - N° de téléphone</b> (709) 772-5396 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF VETERANS AFFAIRS 161 GRAFTON ST P.O.BOX 7700 IB 304 CHARLOTTETOWN Prince Edward Island C1A8M9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NL  
A1C 5T2

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

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**This bid solicitation cancels and supersedes previous bid solicitation number 51019-131008/A dated 2013-07-31 with a closing of 2013-08-19 at 2:00 PM NL Daylight Savings Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

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**List of Annexes:**

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Annex "B"      Basis of Payment  
Annex "C"      Information for Code of Conduct Certification

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Statement of Work**

Veterans Affairs Canada (VAC) has a requirement for cemetery and grave marker maintenance on the Avalon Peninsula in Newfoundland and Labrador. VAC is responsible for the care and maintenance of approximately 250,000 Veterans' graves and grave markers across Canada. Work under this contract will consist of all labour, material and equipment necessary for the supply, delivery and installation of the deliverables listed in Annex "A" Statement of Work & Specifications.

### **3. Debriefings**

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.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids 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 bid solicitation.

### 3. Former Public Servant

Contracts awarded to 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, bidders must provide the information required below before contract award.

#### 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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder 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, Bidders agree that the successful Bidder'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.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder 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 adjustment 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 Applicable Taxes.

### 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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## **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **1.1 Exchange Rate Fluctuation**

C3010T (2013-04-25), Exchange Rate Fluctuation

##### **1.2 SACC Manual Clauses**

C3015C (2010-01-11), Exchange Rate/Payment Upon Delivery

#### **Section III: Certifications**

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Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria *[To Be Completed By Offeror With Bid Submission]*

- Offerors must demonstrate that they meet all the criteria set out in Annex "A" Statement of Work & Specifications. Failure to do so will deem bid non-responsive.
- Work to be completed by **31 October 2013**.
  - Yes\_\_\_\_\_ No\_\_\_\_\_
- All mandatory criteria set out in the Statement of Work & Specifications at Annex "A" is read, understood and met:
  - Yes\_\_\_\_\_ No\_\_\_\_\_

### 2. Basis of Selection

- 2.1 SACC Manual clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (2013-06-01). The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 2. Additional 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.

#### 2.1 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. The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Statement of Work

Veterans Affairs Canada (VAC) has a requirement for cemetery and grave marker maintenance on the Avalon Peninsula in Newfoundland and Labrador. VAC is responsible for the care and maintenance of approximately 250,000 Veterans' graves and grave markers across Canada. Work under this contract will consist of all labour, material and equipment necessary for the supply, delivery and installation of the deliverables listed in Annex "A" Statement of Work & Specifications.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of award to 31 October 2013 inclusive.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carolyn Connolly  
Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-5396

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Facsimile: (709) 772-4603

E-mail address: carolyn.connolly@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract will be named at Contract award.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative *[To be completed by offeror with bid submission]*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7. Payment**

### **7.1 Basis of Payment - Firm Unit Prices**

For the Work described in Annex "A" Statement of Work/Specifications:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_ (inserted at contract award). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

### **7.2 Limitation of Price**

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

### **7.3 Single Payment**

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

### **7.4 SACC Manual Clause**

*SACC Manual* clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## **8. Invoicing Instructions**

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.

### **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.

B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the

Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

## 11. 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 Articles of Agreement;
- (b) the general conditions 2010C (2013-06-27) General Conditions - Services (Medium Complexity);
- (c) Annex "A", Statement of Work & Specifications;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Information for Code of Conduct Certification;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_" (*insert date(s) of clarification(s) or amendment(s)*)

## 12. Insurance Requirements

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

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

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

### 12.1 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

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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.

Solicitation No. - N° de l'invitation

51019-131008/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

51019-131008

File No. - N° du dossier

XAQ-3-36065

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "A"**  
**STATEMENT OF WORK & SPECIFICATIONS**

Attached as:

- Statement of Work (8 Pages)  
**[NOTE: Period of Contract in the Statement of Work should read as follows: From date of Contract award to October 31, 2013]**
- 4.0 Standards for the installation of gravesites (69 Pages)
- 5.0 The cycle of general maintenance for existing gravesites (16 Pages)
- Specifications for photographs (2 Pages)

**ANNEX "B"**  
**BASIS OF PAYMENT**

**Pricing:**

- Goods to be delivered FOB destination.
- The Bidder must provide individual prices for each item and/or destination. Failure to do so will render bid non-responsive.
- Pricing excludes applicable taxes.

<b>Work Requirements</b>	<b>Quantity</b>	<b>Price Per Marker</b>	<b>Total Cost</b>
Upright Granite-Supply & Install New Foundation, install existing marker	1		
Upright Granite-Supply & Install New Marker and Foundation	2		
Upright Granite – Align	17		
Upright Granite – Clean	16		
Upright Granite – Clean & Align	10		
Flat Granite – Align	1		
Flat Granite – Clean	4		
Flat Granite – Clean and Align	2		
Flat Granite as Upright – Clean	4		
Flat Granite as Upright – Clean & Align	3		
Flat Granite as Upright – Supply and install new foundation, clean and install existing marker	1		
Flat Granite with Bronze Plaque - Clean	1		
	<b>Total (HST Excluded):</b>		

**ANNEX "C"**  
**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

**[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

\_\_\_\_\_

3. For a Joint Venture - the names of all current members of the Joint venture;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. For an individual - the full name of the person;

\_\_\_\_\_