

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Room 1650, 635 8th Ave. S.W.**  
**Calgary**  
**Alberta**  
**T2P 3M3**

**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> Moving Services - NEB	
<b>Solicitation No. - N° de l'invitation</b> E0209-141071/A	<b>Date</b> 2013-12-09
<b>Client Reference No. - N° de référence du client</b> NEB	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-130-6169	
<b>File No. - N° de dossier</b> CAL-3-36094 (130)	<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 2014-01-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<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> Gong. Jenny	<b>Buyer Id - Id de l'acheteur</b> cal130
<b>Telephone No. - N° de téléphone</b> (403) 292-5768 ( )	<b>FAX No. - N° de FAX</b> (403) 292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> National Energy Board 517-10th Avenue SW (Center 10) Calgary, AB. T2R 0A7	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

<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>

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Mandatory Site Visit
4. Former Public Servant
5. Enquiries - Bid Solicitation
6. 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. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Required with the Bid

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Insurance Requirements

#### List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Insurance Requirements
Annex D	Claim for Progress Payment (PWGSC-TPSGC 1111)

## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### 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.

## 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.

Due to the nature of the bid solicitation, bids transmitted by email to PWGSC will not be accepted.

### 3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **January 07, 2014 at 13:00 MST** at location 444 -7th Avenue SW, Calgary AB. Only two (2) persons per company are allowed to attend. Bidders must communicate with the Contracting Authority no later than 2 days before the scheduled visit to confirm attendances and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### 4. 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.

## **5. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

## **6. Applicable Laws**

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

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.

## **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 (one hard copy)
- Section II: Financial Bid (one hard copy)
- Section III: Certifications (one 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>). 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.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

In addition to the certification listed in Part 5, the Technical bid must include the following, bid that do not comply with each and every mandatory requirement will be considered non-responsive and no further consideration will be given.

<b>Mandatory Criteria</b>	<b>Mandatory Technical Criteria</b>	<b>Pass</b>	<b>Fail</b>
<b>M1.</b>	<p>Qualifications of Key Personnel:</p> <p>Technical coordinator: The Bidder must identify a technical coordinator who has at least five (5) years experience in moves of similar size, scope and complexity, to meet the requirements as described in the Statement of Work at Annex A.</p> <p>Bidders must describe the proposed technical coordinator.s role and responsibilities and provide a detailed resume in their proposal for the proposed technical coordinator and state that he/she will have the authority to make all decisions.</p>		
<b>M2.</b>	Bidders must arrange to have the work of Section 1.1.1.3 in the Statement of Work at Annex A done by a firm licensed by the furniture supplier, Teknion, and a copy of license must be submitted with their bid.		

## 1.2 Financial Evaluation

The Bidder must complete the Financial Evaluation forms included in Annex "B" Basis of Payment.

The Unit Price for each item in Item 1 & 2 will be multiplied by its respective estimated usage to determine the Total Evaluated Bid Price.

The estimated quantities listed in Annex B are for evaluation purposes only and will not form part of any resulting Contract; and GST will not be used in the financial evaluation.

### 1.2.1 SACC Manual Clause

A0220T (2013-04-25), Evaluation of Price

## 2. Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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. 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - Labour's website.

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](#)" list at the time of contract award.

## **2. Additional Certifications Required with the Bid**

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

### **2.1 Canadian Content Certification**

*SACC Manual* clause A3050T (2010-01-11), Canadian Content Definition

### **2.2 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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



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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

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 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 Contract award to March 31, 2015, inclusive.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jenny Gong  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Western Region  
1650, 635-8th Avenue, SW,  
Calgary, AB, T2P 3M3

Telephone: 403-292-5768  
Facsimile: 403-292-5786  
E-mail address: jenny.gong@pwgsc-tpsgc.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 is: (TBD)

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

Name: \_\_\_\_\_ (to be completed by Bidder)

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

Company: \_\_\_\_\_

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

### 7.2 Limitation of Expenditure

**7.2.1.** Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

**7.2.2.** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or  
 c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 7.2.3.** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.3 Milestone Payment

- 7.3.1.** Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **ninety (90)** percent of the amount claimed and approved by Canada if:

a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. the total amount for all milestone payments paid by Canada does not exceed **ninety (90)** percent of the total amount to be paid under the Contract;

c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

- 7.3.2.** The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted

### 7.4 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
1	The work of Phase I and post phase walk through are completed in accordance with Annex A.	30% of Total Contract Value	June 22, 2014
2	The work of Phase II and post phase walk through are completed in accordance with Annex A.	30% of Total Contract Value	July 01, 2014
3	The work of Phase III and post phase walk through are completed in accordance with Annex A.	40% of Total Contract Value	July 15, 2014

## **8. Invoicing Instructions**

- 8.1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a.all information required on form PWGSC-TPSGC 1111;
- b.all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

- 8.2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

- 8.3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

- 8.4. The Contractor must not submit claims until all work identified in the claim is completed.

## **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.

### **9.2 Canadian Content Certification**

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certificate

## **10. Applicable Laws**

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

## 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;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Claim for Progress Payment (PWGSC-TPSGC 1111);
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 12. SACC Manual Clauses

A9039C (2008-05-12), Salvage  
A9049C (2011-05-16), Vehicle Safety  
A9068C (2010-01-11), Government Site Regulations

## 13. Insurance Requirements

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

The Contractor is responsible to decide if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage will be 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 including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

E0209-141071/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal130

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

NEB

CAL-3-36094

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## **ANNEX "A"**

### **STATEMENT OF WORK**

**See attached PDF in 22 pages.**

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

Applicable Taxes are extra to the prices quoted herein

Applicable Taxes will be shown as a separate item on the invoice (if applicable)

The estimated quantities listed in Annex B are for evaluation purposes only and will not form part of any resulting Contract; and GST will not be used in the financial evaluation.

Item No.	Description		Estimated Usage	Unit Price
1	<b>Equipment and Material</b>			
	A	Plastic Bins	3,000 each	\$_____ /each per day
	B	File Cart	100 each	\$_____ /each per day
	C	Large Wheel Bins(Open Cart)	30 each	\$_____ /each per day
	D	Panel Cart	30 each	\$_____ /each per day
	E	Computer Bag	600 each	\$_____ /each per day
	F	Label	4,000 each	\$_____ /each per day
	G	Tie Wrap	10,000 each	\$_____ /each per day
	H	Carton File	400 each	\$_____ /each per day
	I	Bubble Wrap	100 feet	\$_____ /foot
	J	Packer's Paper (25lb bundle)	40 bundle	\$_____ /bundle
	K	Protective Blanket	500 each	\$_____ /each per day

<b>2</b>	<b>Labour – Direct or Productive Used Exclusively in Work</b>			
	A	Supervisor	160 hours	\$_____ /hour
	B	Mover	300 hours	\$_____ /hour
	C	Packer	100 hours	\$_____ /hour
	D	Driver	100 hours	\$_____ /hour
	E	Certified Furniture Syst. Mech.	100 hours	\$_____ /hour
<b>3</b>	<p>Material and replacement parts (except free issue and not included in the above) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark up of _____% (which includes purchasing expenses, internal handling, G&amp;A expenses and profit) excluding sales tax. Sales tax will be shown as a separate item.</p> <p>(This fee does not form a part of total aggregate bid price for financial evaluation.)</p>			



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**ANNEX "C"****INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance**

- 1.1.** 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.
- 1.2.** The Commercial General Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Automobile Liability Insurance**

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

2.2 The policy must include the following:

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

## **3. All Risk in Transit Insurance**

3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable

conveyances while under its care, custody or control, in an amount of not less than \$200,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.

- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risk Property in Transit insurance must include the following:
- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by National Energy Board and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation

E0209-141071/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal130

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

NEB

File No. - N° du dossier

CAL-3-36094

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "D"**

**CLAIM FOR PROGRESS PAYMENT**  
(PWGSC-TPSGC 1111)

**See attached PDF in 2 pages.**

## Claim for Progress Payment Demande de paiement progressif

*If necessary, use form PWGSC-TPSGC 1112 to record detail costs*

*Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés*

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date (YY-MM-DD - AA-MM-JJ)	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA) de l'entrepreneur	Financial Code(s) - Code(s) financier(s)		
Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)			

Period of work covered by the claim Période des travaux visée par la demande ▶		Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).		(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	(A + B)
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
Contractor's GST No. N° de TPS de l'entrepreneur		Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur		Applicable taxes Taxes applicables				
Total						
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)						

Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	►	Amount due Montant dû
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Claim No.  
N° de la demande

Contract Serial No.  
N° de série du contrat

## CERTIFICATE OF CONTRACTOR

### I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor 's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

### I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor 's Signature - Signature de l'entrepreneur

## CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

**Scientific/Project/Inspection Authority:** I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

**Inspection Authority (all other contracts):** I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority  
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

**PWGSC Contracting Authority:** I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

**Client's Authorized Signing Officer - (must sign the interim claim):** I certify that the claim is in accordance with the contract.

Client Signature du client

**Client's Authorized Signing Officer - (must sign the final claim):** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

## ATTESTATION DE L'ENTREPRENEUR

### J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

### J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date

## ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

**Autorité scientifique ou responsable du projet / de l'inspection :** J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

**Responsable de l'inspection (tous les autres contrats) :** J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

**Autorité contractante de TPSGC :** J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date

**Signataire autorisé du client - (doit signer la demande provisoire) :** J'atteste que la demande est conforme au contrat.

Title - Titre

Date

**Signataire autorisé du client - (doit signer la demande finale) :** J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date