

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Painting Services		
Solicitation No. - N° de l'invitation W0133-13D005/A		Date 2014-03-10
Client Reference No. - N° de référence du client W0133-13D005		Amendment No. - N° modif. 003
File No. - N° de dossier VIC-3-36150 (210)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-210-6420		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2014-01-23
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-17		Time Zone Fuseau horaire Pacific Standard Time PST
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey		Buyer Id - Id de l'acheteur vic210
Telephone No. - N° de téléphone (250) 363-3249 ()	FAX No. - N° de FAX (250) 363-0395	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

This amendment has been issued to address a change to the statement of work, and to address a question posed by a Supplier.

Under:

(1)

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

9. Limitation of Call-ups

Insert:

Call-ups above \$ 25,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority in accordance with the departmental delegation of authorities for services.

(2)

ANNEX A

STATEMENT OF WORK

2. SCOPE OF WORK

Remove:

2.4. Painting and marking of roads, parking lots and walk-ways, in accordance with the British Columbia “ of Standard Traffic Signs & Pavement Markings”

---- Question & Answer ----

Question:

Will any painting work be conducted around sensitive DND equipment, such as Aircraft, and/or on the Airfield runways?

Answer:

The Offeror will not be operating in close vicinity to Aircraft and the requirement for line painting on the base has been removed.

All other terms and conditions remain the same.

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and the Reporting Requirements.

2. Summary

Painting Services
GSIN: 5173B

The Department of National Defence (DND) has a requirement for the establishment of a Standing Offer Agreement for on location painting services at Canadian Forces Base (CFB) Comox and HMCS Quadra.

The period of the Standing Offer is a two-year period with a one year option to extend.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to a preference for Canadian goods and/or services.

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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 Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force 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 - Request for Standing Offers

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

5. 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 British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer - Two hard copies
Section II: Financial Offer - One hard copy
Section III: Certifications - One hard copy

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:
VISA _____
Master Card _____
- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

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

Section III: 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.

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Supplier must provide proof and/or verification of the Mandatory Technical Criteria herein through supporting documentation such as certificate of qualifications and letters of authenticity from industry associations, as applicable. Failure to provide supporting documentation to verify claims will result in the Arrangement being declared non-responsive.

Item	Mandatory Criteria	Criteria Met? (Y / N)	Reference to supporting materials
1	A minimum of one full time personnel must possess valid Red Seal Journeyman Painter Trade Certification. The Contractor must include valid copies of certificates for all personnel possessing this certification, including the Provincial registration numbers.		
2	The Supplier must have a minimum of two (2) years previous experience in the commercial painting services industry.		
3	The Supplier must provide resumes for the manager and service team personnel being offered.		

1.2 Financial Evaluation

SACC Manual clause M0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria 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 and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from Employment and Social Development Canada-Labour's website.

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the [Supply Manual](#).

2.1.1 SACC Manual Clauses

A3050T (2010-01-11), Canadian Content Definition

2.2 Status and Availability of Resources

SACC Manual clause M3020T (2010-01-11), Status and Availability of Resources

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st quarter:
2nd quarter:
3rd quarter:
4th quarter:

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ (two year period).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Torrey Buchan
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 250-363-3249
Facsimile: 250-363-0395
E-mail address: torrey.buchan2@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is included at issuance of the Standing Offer.

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

5.3 Offeror's Representative

The Offeror must complete the following table and include it in their offer.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence - CFB Comox.

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 25,000.00 (Applicable Taxes included).

Call-ups above \$ 25,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority in accordance with the departmental delegation of authorities for services.

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes 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 _____ 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.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Reporting Requirements;
- i) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information or if 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.

13. 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 _____ ***Offeror to specify province.***

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-03-01), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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.

5.2 Single Payment

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

5.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all material expenses claimed.

Invoices must be distributed as follows:

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

7. Insurance Requirements

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

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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. SACC Manual Clauses

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

ANNEX A STATEMENT OF WORK

1. GENERAL

PWGSC contract documents must be read in conjunction with this specification and shall govern all phases of work hereinafter specified and/or as shown on the Contract drawings.

2. SCOPE OF WORK

This Standing Offer Agreement (SOA) is intended to be used for Painting and Application of Protective Coatings in and around 19 Wing, CFB Comox and HMSC Quadra. The Journeyman Painters, shall be Red Seal certified. A Journeyman shall be on site at all times. A description of work to be carried out under this SOA includes, but is not limited to, the following. As and when requested;

- 2.1.** Preparation of surface prior to painting. This may include activities such as washing, sanding, filling, spot-priming, solvent cleaning, power tool cleaning, pressure washing, steam cleaning, chemical stripping, abrasive blast cleaning, and mildew treatment.
- 2.2.** Painting of Interior Surfaces including, but not limited to; drywall, brick, concrete and wood;
- 2.3.** Painting of Exterior Surfaces including, but not limited to; metal, brick, stucco wood and composite siding materials;
- 2.4.** Any general site labour and equipment operation required to carry out described work;
- 2.5.** The Offeror will be responsible for all site safety, supervision of personnel (including any sub-contractors), coordination of all site personnel and tracking of schedules and time on site for all work.
- 2.6.** Scheduling and coordination of any Commissionaires required for work within the General Restricted Area of 19 Wing Comox.
- 2.7.** The Offeror shall be available, On Site, within 48 hours of a call-up.

3. Definition

- 3.1.** "The Engineer" - The Engineer is the Wing Construction Engineering Officer, or representative.

4. Offeror's Responsibilities

4.1. Authorization of Work

- 4.1.1.** Work shall be requested using a requisition form CF 942 each time services are required. No Work shall be conducted without receipt of a requisition form CF 942 signed by the appropriate authority, authorizing the work therein.
- 4.1.2.** The Offeror shall not commence work without first notifying, and obtaining the approval of, the Engineer. The Offeror shall allow sufficient time for inspection and approval before the completion date. All sub-trades must be approved by the Engineer before commencement of work.

- 4.1.3. The Offeror shall respond to a site visit within 48 hrs with no cost to the 19 Wing. Upon receipt of an approved CF 942 from the Engineer, the Offeror shall commence Work within 5 business days or at a date specified by the Engineer in the CF 942.

4.2. Safety Requirements

4.2.1. General:

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

4.2.2. Safety Plan:

The Offeror shall submit a detailed Safety Plan, outlining all risks and steps taken to mitigate the risks, prior to commencement of all projects and tasks.

4.2.3. Construction Safety Measures:

Observe and enforce construction safety measures required by the most recent edition of the Canada Labour Code, DND Safety Policy, National Building Code of Canada, provincial government, Workers Compensation Board, and municipal statutes and authorities. This includes Confined Space Entry Procedures. **In the event of conflict between any provisions of above authorities, the most stringent provision will apply.**

4.2.4. Work Procedures and Equipment:

- 4.2.4.1. All work procedures and equipment will be in accordance with legislated standards.

- 4.2.4.2. The Offeror must position any cranes, hoists or scaffolding required and operate them in a manner that will not result in damage to nearby aircraft, equipment or personnel even if slung loads or smaller objects fall or the equipment collapses.

4.2.5. Barricades:

Barricade dangerous work sites, trenches and excavations.

4.2.6. Unguarded Work Sites:

When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked, and portable ladders leading to elevated work platforms removed and secured.

4.2.7. Safety Personnel and Responsibility:

- 4.2.7.1. The Offeror shall supply competent personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.

- 4.2.7.2. DND shall monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Disregard for safety standards will cause the contract to be reviewed and a written record of the review will be placed in the contract file.

- 4.2.7.3. The Offeror will report to the identified user and jurisdictional authorities any accident or incident involving the Offeror, DND, public personnel and/or property arising from the Offeror's execution of work.

4.2.8. Delays Due to Health and Safety Regulations Infractions:

4.2.8.1. The Offeror will include all provisions of the Standing Offer and applicable call-ups in any agreement with sub-Contractors and hold all sub-Contractors equally responsible for safe work performance.

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

4.2.9. Fire Safety Requirements:

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

4.2.10. Overloading:

No part of the work shall be Overloaded to the point, which will cause safety issues. This comprises of overloading staging, gene/scissor lifts, and ladders.

4.2.11. Falsework:

Falsework shall conform to CSA S269.1-1975, national, provincial and/or local codes and by-laws governing this type of work.

4.2.12. Solvent and Adhesives:

Take suitable fire precautions. Smoking is not permitted within the buildings or shops. Provide adequate ventilation during use of volatile or noxious substances. Do not dispose of volatile wastes, paint thinners, etc. in storm or sanitary sewers.

4.3. Offeror's On-Site Supervisor

The Offeror shall provide at the job site a full-time, experienced and competent foreman, having authority to speak on behalf of the Offeror on day-to-day routine matters.

4.4. Storage and Handling

The Offeror shall be responsible for storage of their materials and equipment. If a portable storage building or other facility is utilized, sitting approval must be obtained from the Engineer.

4.5. Hours of Work

The Offeror shall comply with the hours of work in effect at the site during the period of this contract. Any deviation from these stipulated hours of work shall be approved in writing by the Engineer, or his representative, prior to inception.

4.6. Stoppage of Work

If the Offeror is denied access to the site or told to leave the site during Base Exercises he shall immediately contact the Engineer informing him of this fact and his intent, if warranted, to charge standby or waiting time.

4.7. Inspection

The Engineer shall be given ample notice and opportunity to inspect each completed phase of work. Work shall not proceed until the preceding phase has been approved. The Offeror shall have a copy of the specification and related drawings on the site at all times.

4.8. Workmanship and Materials

All workmanship and materials shall be of a high standard and in accordance with good building practice. The Offeror shall make good inferior workmanship and replace defective materials at his own expense. All work covered in this contract shall be performed by skilled licensed tradesmen. It is the Offeror's responsibility to produce an acceptable end result regardless of labour or quantity of material required.

4.9. Manufacturer's Instructions

It shall be the Offeror's responsibility to follow the manufacturer's instructions for application or installation of a material or product.

4.10. Reporting Deterioration or Damage

Any damage or deterioration discovered during a call-up, but not included in the scope of work, shall be reported to the Engineer.

4.11. Weather

The Offeror shall ensure that weather conditions do not inhibit the application and/or storage of materials.

4.12. Codes, Standards and Regulations

It shall be the Offeror's responsibility to abide by all codes, standards and regulations which may govern and/or restrict the manner in which call-ups are completed.

4.13. Construction Safety

The Offeror shall comply with applicable Sections of Part 8, Construction Safety Measures, of the National Building Code of Canada, 1990, and with all other applicable provisions of Federal, Provincial and Municipal safety laws to prevent accident or injury to persons on, about or adjacent to the site of the work.

4.14. Protection

While a call-up is in progress, the Offeror shall provide continual protection to personnel, vehicles, equipment or other surrounding facilities by using drop sheets, barricades, warning signs, lights or other protective devices considered necessary by the Engineer.

4.15. Making Good

It shall be the responsibility of the Offeror to make good any damage to DND or private property resulting from, or attributable to the Offeror's work, at the Offeror's own expense.

4.16. Termination

Defects in material, unsatisfactory workmanship and unauthorized departure from

specifications, may result in termination of the applicable call-up(s).

4.17. Clean Up

All work areas shall be left clean and tidy at the completion of each day's work. All scrap material, debris, etc., shall be removed from the confines of DND property. **DND WILL NOT ACCEPT PENALTIES FOR RECYCLABLE.**

Note: The Canadian Forces Base Comox garbage dump shall not be used.

4.18. Permits and Licences

It shall be the Offeror's responsibility where applicable to obtain:

4.18.1. Provincial permits and licences when required.

4.18.2. Department of National Defence Permits and Licences.

4.18.3. 19 Wing Comox. Permits are required for work in confined areas and for all hot work (if welding is required).

4.19. Confined Space Entry

4.19.1. Reference Workers' Compensation Board of British Columbia Industrial Health and Safety Regulations, Section 13.05 to 13.19.

4.19.2. Wing Standing Order, (General Safety Program...Chap 7, Hazardous, Confined Spaces Safety Standard). This document shall be provided upon request.

4.20. Regular Working Hours

Regular Working Hours shall be Monday through Friday, 7:30 to 3:30, excluding Federal Statutory Holidays.

4.21. Temporary Services

Temporary electric power and water may be supplied free of charge at existing points of delivery subject to the discretion and approval of the Engineer.

4.22. Salvaged Materials

All salvaged or scrap materials shall become the property of the Offeror unless otherwise specified by the Engineer.

5. Non-Specified Materials

5.1. Acceptance of materials other than those specified shall be determined by Engineer.

5.2. Requests for acceptance of non-specified materials shall be submitted in writing to the Engineer, 19 Wing Comox, Lazo, B.C. Requests must be supported with sufficient product information to enable the Engineer to make an assessment.

5.2.1. Materials and parts shall be charged at the purchase price plus a Mark-up stated in Annex B, Basis of Payment. This mark-up will be provided to the Offeror to cover administration and overhead costs. All materials shall conform to the latest relevant CGSB or CSA Standards, Qualified Products Lists and/or Warranted Products List.

5.3. Invoices

- 5.3.1. The original invoice and a one copy are required for each work requisition form CF 942 issued, and shall reflect the terms of this Standing Offer Agreement. Invoices shall be made out to the Department of National Defense, Construction Engineering Section, CFB Comox, Lazo, BC. V0R 2K0.
- 5.3.2. Invoices shall include one copy of Bills of Material and labour plus one copy of Time sheets when requested by the Engineer or Public Works and Government Services Canada.

6. WHMIS

- 6.1. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- 6.2. Deliver copies of WHMIS data sheets to Engineer on delivery of materials.

7. GUARANTEE

In the interest of good practice, workmanship and considering fair wear and tear, the Offeror shall guarantee both materials and work for a period of one year after completion of the contract.

ANNEX B
BASIS OF PAYMENT

The following price schedule must be completed by the Offeror and included in their Financial Offer. The Offeror must provide pricing for all categories to be deemed non-responsive. GST (as applicable) is extra.

CALL OUT RATES					
The following rate includes all transportation and travel costs associated with a particular call-up, for travel to and from 19 Wing, HMCS Quadra, and Seal Bay locations. The rate can only be charged ONCE per call-up.					
Standing Offer Year 1	Standing Offer Year 2	Option Year 1	Estimated Annual Usage (# of call-ups)	Calculation	Extended Total – Call-out Rate (1)
A	B	C	D		
\$ / Call-up	\$ / Call-up	\$ / Call-up	8	[A + B + C] * D	
LABOUR RATES					
The following rate includes all applicable labour costs involved to complete the work as specified in the call-up and in accordance with Annex A, Statement of Work.					
Regular Working Hours	Standing Offer Year 1	Standing Offer Year 2	Option Year 1	Estimated # of hours required annually	Extended Total Labour Rates
Journeyman	A / Hour	B / Hour	C / Hour	D 500	[A + B + C] * D
Apprentice / Labourer	/ Hour	/ Hour	/ Hour	500	[A + B + C] * D
Overtime (Week-ends & Outside Regular Working Hours)					
Journeyman	/ Hour	/ Hour	/ Hour	40	[A + B + C] * D
Apprentice / Labourer	/ Hour	/ Hour	/ Hour	40	[A + B + C] * D
Extended Total – Labour Rates (2)					

Material Mark-up Materials, Equipment and replacement parts (except any free issue items) shall be charged at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm Mark-up of _____% for both years of the Standing Offer which must be shown as a separate item on the invoice for payment. Verification by providing copies of receipts attached to invoices, or at time of payment, will be requested by the Consignee.				
Material Mark-up (%) (i)	Estimated Annual Material Costs (ii)	Calculation	Extended Total - Material Mark-up (3)	
_____%	\$ 5000.00	[1 + i] * 3ii		
EVALUATED TOTAL				
Extended Total – Call-out Rate (1)	Extended Total – Labour Rates (2)	Extended Total - Material Mark-up (3)	Evaluated Total [1 + 2 + 3]	

ANNEX C INSURANCE REQUIREMENTS

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.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a sub-contractor.
- 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,
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.

