

## RETURN BIDS TO:

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Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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 -  
Western Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> Moving Services	
<b>Solicitation No. - N° de l'invitation</b> ET959-150032/A	<b>Date</b> 2014-05-26
<b>Client Reference No. - N° de référence du client</b> ET959-150032	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> WPG-4-37005 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-005-9012	
<b>Date of Original Request for Standing Offer</b> 2014-05-22	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-07-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guilford, Alison	<b>Buyer Id - Id de l'acheteur</b> wpg005
<b>Telephone No. - N° de téléphone</b> (204) 983-4095 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> VARIOUS GOVERNMENT DEPARTMENTS OR AGENCIES AS INDICATED ON THE INDIVIDUAL CALLUP DOCUMENT	
<b>Security - Sécurité</b> 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

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
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)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation

ET959-150032/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

wpg005

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

ET959-150032

File No. - N° du dossier

WPG-4-37005

CCC No./N° CCC - FMS No/ N° VME

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Revision #001 raised to modify RFSO ET959-150032/A as follows:

1. Provide the solicitation documents.
2. Revised the closing date from 2014 July 02 to 2014 July 07.

**All other Terms and Conditions remain the same.**

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## **Moving Services**

### **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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 and any other Annexes.

#### **2. Summary**

To provide moving services consisting of pickup, delivery and installation of office furnishings on an "As Requested" basis over the period of the Standing Offer, for any Federal Government Departments and/or Agencies in the vicinity of Winnipeg, Manitoba. The majority of the requirements will take place within a thirty (30) kilometer radius from downtown Winnipeg, Manitoba. The period of the Regional Master Standing Offer is approximately August 1, 2014 to July 31, 2015 with three (3) additional one (1) year renewal option periods.

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 the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **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>) 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.

### **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.

### **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 seven (7) 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 Manitoba.

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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 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>). 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.

#### **1.1. Technical Evaluation**

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

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm price(s), as specified in Annex B.

#### **1.2 Financial Evaluation**

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

## **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **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 ([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 Employment and Social Development Canada-Labour's website.

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.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

**1.1** The Offeror offers to perform the Work 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>) 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 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: August 1 to October 31;  
2nd quarter: November 1 to January 31;  
3rd quarter: February 1 to April 30;  
4th quarter: May 1 to July 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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 approximately August 1, 2014 to July 31, 2015.

## **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 three (3) additional one (1) year periods, 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:

Alison Guilford  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Avenue  
Winnipeg, MB  
R3B 0T6

Telephone: 204-983-4095

Facsimile: 204-983-7796

E-mail address: alison.guilford@pwgsc-tpsgc.gc.ca

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

### **5.2 Project Authority**

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

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

### **5.3 Offeror's Representative**

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

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

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

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

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

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

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

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

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

## **7. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

## **8. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form Call-up Against a Standing Offer or electronic document.

## **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (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 three 3 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 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014-03-01), General Conditions - Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- j) Annex C, Insurance Requirements;
- j) Annex D, Standing Offer Usage Report;
- k) the Offeror's offer dated **TBD**.

## **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 Manitoba.

## **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 13, Interest on Overdue Accounts, of 2010C (2014-03-01), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

### **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**

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 – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price(s), as specified in Annex B for a cost of \$ **TBD**. 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 Limitation of Price**

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

### **5.3 Single Payment**

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

### **5.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

### **5.5 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;

## **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.

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**8. SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods



## **ANNEX A**

### **STATEMENT OF WORK**

To provide moving services on an "as required" basis for various Federal Government Departments and/or Agencies located in the Manitoba Region.

#### **1. AREA OF COVERAGE**

The Majority of the requirements will take place within a thirty (30) kilometer radius from downtown Winnipeg, Manitoba. Beyond a 30 kilometer radius from downtown Winnipeg, a kilometer rate shall apply. (Kilometer charge only applies for moves outside a 30 km radius from downtown Winnipeg, Manitoba).

#### **2. SERVICE REQUIREMENTS**

- The Offeror will be responsible for providing moving services consisting of pickup, delivery, and installation of office furnishings. The Offeror is responsible for determining how many vehicles are needed, what types of vehicles are needed, and how many movers are required according to the call-up.
- The Offeror must provide the necessary transport vehicles to be used for the moving services. The average size truck required is a 22 ft. straight truck. On occasion, a larger trailer may be requested so Offeror must be equipped to provide this.
- The Offeror must provide all equipment necessary for the moving of heavy items. (i.e. two-wheelers, straps, pads, bars, etc.)
- The Offeror must provide an adequate number of movers (on-site productive labour) during regular working hours (Monday to Friday, 8:30 am to 5:00 pm), outside regular working hours (Monday to Friday, after 5:00pm) and on weekends/holidays (Saturday, Sunday, and Statutory holidays), as required for the call-up.
- The Offeror is responsible for ensuring that drivers are fully trained and experienced furniture movers and will assist in the moving of furniture.
- The Offeror is responsible for ensuring that drivers are fully trained and experienced furniture movers and will assist in the moving of furniture.
- The Offeror must ensure that drivers are licensed to operate a motor vehicle.
- The Offeror drivers and their staff must be trained and experienced movers.
- The Offeror must be able to provide packing labourers (on-site productive labour) as requested, during regular working hours (Monday to Friday, 8:30 am to 5:00 pm), outside regular working hours (Monday to Friday, after 5:00pm), and on weekends/holidays (Saturday, Sunday, and Statutory holidays), as required for the call-up.
- The Offeror must be equipped with overnight holding and monthly storage facilities, if required.
- Prior to each move, the Offeror may be requested to send a representative to visit the move sites and perform an on-site survey of items to be moved. The representative and the Site Authority must make an inventory list of the goods to be moved and make note of the condition of the goods on the list, verifying that everything is completely listed. As well, the representative, along with the Site Authority, should physically inspect all items prior to the move and keep track of any special instructions, especially for articles that may need to be moved into the building first and ensure that they are loaded accordingly.
- The Offeror must provide supply cartons and consumable supplies (packing tape, labels, packing paper, etc.), as requested.
- The Offeror must provide additional Government Property Insurance coverage as requested in each call-up
- Access to Building: The Offeror must define and ensure that all access requirements have been arranged with the Site Authority. This includes access to the building, elevators, loading areas, locked passage doors, etc.

### 3. CALL-UP PROCEDURES

- The Offeror must respond to call-ups within one (1) business day.
- The Offeror must provide a price quotation, in response to a call up request, at no additional expense. Each price quote must identify the following, as applicable:
  - Breakdown of the number of hours for both moving and packing labour;
  - Truck and driver charges;
  - Additional kilometer rate, chargeable only when a move takes place outside a 30 km radius from downtown Winnipeg, Manitoba;
  - Storage and holding charges,
  - Carton rental and/or consumable supplies; and
  - Additional insurance charges.

#### **All rates must be in accordance with Annex B.**

- The Offeror agrees to provide the services stated in the call-up/quote. Any additional work must have the Site Authority's written approval prior to commencing the additional work. No deviations from the above price quotation procedure will be accepted.

### 4. ADDITIONAL REQUIREMENTS

The Offeror must provide the following with their offer:

- A. List of vehicles: The Offeror shall provide sufficient vehicles of a class and type to perform the services requested. Identify a list of licensed/registered vehicles to be used in the performance of the Standing Offer Agreement:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_

- B. The Offeror agrees to respond to call-ups within one (1) business day of the request.

Contact info:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

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EMAIL: \_\_\_\_\_

C. The Offeror agrees to provide services as outlined herein, as requested by individual call-ups.

\_\_\_\_\_  
SIGN

\_\_\_\_\_  
DATE

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## **ANNEX B**

### **BASIS OF PAYMENT**

See attached.

## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

1. The Offeror 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 Offeror'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 Offeror.
  - 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 Offeror and/or arising out of operations that have been completed by the Offeror.
  - 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 Offerors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subOfferor.
  - m) Non-Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles.

## 2. Automobile Liability Insurance

1. The Offeror 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. 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 Property Insurance

**NOTE: This clause will be incorporated into call-up documents (PWGSC – 942) when the site authority has requested additional property insurance coverage.**

The Offeror must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than **\$TBD**. The Government's Property must be insured on Replacement Cost basis.

1. Administration of Claims: The Offeror 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.
2. The All Risks Property insurance policy 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 policy cancellation.
  - b) Loss Payee: Canada as its interest may appear or as it may direct.
  - c) Waiver of Subrogation Rights: Offeror's Insurer to waive all rights of subrogation against Canada as represented by \_\_\_\_\_ (insert department) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

## 4. All Risk in Transit Insurance

1. The Offeror 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 **\$TBD** per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Offeror 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. 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.

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- c) Waiver of Subrogation Rights: Offeror's Insurer to waive all rights of subrogation against Canada as represented by \_\_\_\_\_ (**insert department**) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

#### **Additional Property Insurance**

If requested by the client department, additional property insurance will be paid at cost when supported by copies of the paid invoice.

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## ANNEX D

### Standing Offer Usage Report

As a requirement of this Request for Standing Offer, a report shall be submitted as follows: (\*\*The final report is to provide a list showing items requisitioned that represent approximately the total value of call-ups.\*\*). The Offeror understands that it is their responsibility to implement a system for tracking call-ups against this standing offer in order to provide usage reports and ensure that the financial limitation is not exceeded. Failure to comply may result in the setting aside of the Standing offer.

Return to:       ATTN.: Alison Guilford, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6  
Email: alison.guilford@pwgsc-tpsgc.gc.ca

### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: \_\_\_\_\_  
STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_  
REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. (Including Amendments) Description	Value of the Call- Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_