

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services Canada -
Western Region
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Water/Sewer Line Repairs	
Solicitation No. - N° de l'invitation W4M00-14C412/A	Date 2015-03-25
Client Reference No. - N° de référence du client DND-W4M00-14C412	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-211-9431
File No. - N° de dossier PWZ-4-37307 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-13	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur pwz211
Telephone No. - N° de téléphone (204)983-7032 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 WING WCEO CONTRACTS/SUPPLY BLDG 100 WESTWIN Manitoba R3J0T0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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pwz211

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B. RESULTING CONTRACT CLAUSES

General Conditions:

- | | |
|---|---------|
| (i) GC1 General Provisions | R2810D; |
| (ii) GC2 Administration of the Contract | R2820D; |

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(iii) GC3 Execution and Control of the Work	R2830D;
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(v) GC5 Terms of Payment	R2550D;
(vi) GC6 Delays and Changes in the Work	R2865D;
(vii) GC7 Default, Suspension or Termination of Contract	R2870D;
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SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

Part 3, Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer 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, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security, 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, Health & Safety, Usage Reports, Offer, SRCL, Insurance, Voluntary Reports for Apprentices, Call-up Instrument and any other annexes.

2. Summary

Water and Sewer Line Repairs Standing Offer, 17 Wing, CFB Winnipeg, MB.

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and materials as requested by the Department of National Defence in the form of call-ups for water and sewer line repair and maintenance work at the 17 Wing, CFB Winnipeg, MB. Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of two (2) years plus three (3) one (1) year periods. The total expenditure over the term is estimated at \$500,000.00 (GST/HST included).

This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document "

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Web site.

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

3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C .

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4. Debriefing

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

5. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-09-25) 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 and **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.

2.1 Revision of Offer:

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

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

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

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

Facsimile number for receipt of revisions: **(204) 983-0338**

2.2 Firm Price and/or Rates:

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

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

2.4 Alterations: Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

2.5 Incomplete Offers: Incomplete offers may be rejected.

2.6 Taxes

The offeror is responsible for all applicable taxes.

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

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

2.7 Performance Evaluation

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

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

5. Site Visit - Optional

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held on April 8, 2015, at 10:00 AM, 17 Wing Winnipeg, Bldg. 100. Offerors are requested to communicate with the Standing Offer Authority THREE (3) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend.** Offerors may be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting an offer. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. General

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

2. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Annex E - 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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 _____

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(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) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

a) MANDATORY REQUIREMENTS - Required as part of the Offer

i) Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of firm pricing per the instructions in Annex "B", Basis of Payment.

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

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

- i) Health & Safety Requirements
- ii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iii) Insurance
- iv) Security Requirements
- v) Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets)

1.2. Financial Evaluation

1.2.1 Price Schedule - A rate must be entered for each item.

1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the 2006 (2014-09-25) Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

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.

2.2.1 Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets)

2.2.2 Security Requirement - per article 1 of Part 6.

2.2.3 Health & Safety Requirements - per attached Annex C .

2.2.4 Insurance, (Annex F - Insurance Certificate)

2.2.5 Former Public Servant – Competitive Requirements M3025T (2014-11-27)

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.

PART 6 - SECURITY, AND INSURANCE REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders"
<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>
document on the Departmental Standard Procurement Documents Web site.

2. Insurance Terms

The Offeror must provide a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2900D GC10 - Insurance (2008-05-12)

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

Certificate of Insurance attached at Annex F.

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.

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- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at Annex E

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

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE W4M00-14-C412

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex H;
 - (b) Industrial Security Manual (Latest Edition).

For additional information on security requirements, proponents should consult the Industrial Security web site at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

3. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2014-09-25)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

4. Term of Standing Offer

4.1 Period of the Standing Offer

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

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 1 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.

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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: Amanda Wiebe
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100 - 167 Lombard Avenue, Winnipeg, MB, R3B 0T6
Tel: (204) 510-9736
Fax : (204) 983-7796
Email: amanda.wiebe@pwgsc-tpsgc.gc.ca

Directorate: Real Property Contracting

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, they are 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 (Departmental Representative) for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6. Identified users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
17 Wing, PO Box 17000 Stn Forces
Winnipeg, MB

7. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (lowest prices) will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

8. CALL-UP INSTRUMENT

Refer to Annex I

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ to be determined at issuance of standing offer (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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 Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
Annex B, Basis of Payment;
Annex C, Health & Safety Requirements - Manitoba;
Annex D, Periodic Usage Report Form; and
Annex F, Insurance
Annex G; Voluntary Report for Apprentices Employed During the Contract
Annex H; Security Requirement Check List (SRCL).
- h) the Offeror's offer Annex E, dated _____ (insert date of offer);

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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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 the province of work.

14. Proactive Disclosure of Contracts with Former Public Servants A3025C (2012-11-19) – 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.

15. Estimates

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

PART 7 (B) - RESULTING CONTRACT CLAUSES

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

(i)	GC1	General Provisions	R2810D	(2015-02-25);
(ii)	GC2	Administration of the Contract	R2820D	(2015-02-25);
(iii)	GC3	Execution and Control of the Work	R2830D	(2015-02-25);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2015-02-25);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2013-04-25);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC10	Insurance	R2900D	(2008-05-12);
 - (c) Supplementary Conditions, if any;
 - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
 - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .

5) Interpretation

"Accepted by the Offeror" * means that the Offeror has agreed to, and commenced performance of the work.

"Minister" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"Departmental Representative" means the Project Authority who 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.

"Superintendent" or "Supervisor" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"Unit Price Table" means the table of prices per unit set out in the Offer; and

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

SUPPLEMENTAL CONDITIONS

SC01 INSERT the following supplementary conditions in the resulting General Conditions:

1.1. T1204 - Direct Request by Customer Department

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

1.2. Periodic Reports

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

SC02 TERM OF CONTRACT

2.1 Period of the Contract

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

SC03 PAYMENT

3.1 CHANGES TO GC5 R2550D (2015-02-25) - TERMS OF PAYMENT

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

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

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

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
- (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
- (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

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

3.2 Basis of Payment - see Annex B

3.3 Limitation of Price

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

3.4 Supplemental Invoicing Instructions

1 - DND

.1 Invoices

- .1 All invoices submitted for payment shall show:
 - .1 Construction Engineering Work Order Number,
 - .2 Construction Engineering File Number,
 - .3 Requisition Number, DSS 942 (Requisition on Contract),
 - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
 - .5 same address as on PWGSC contract.
- .2 Invoices are to include a breakdown as follows:
 - .1 Hourly rate per the Offer and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.

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- .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
- .6 Where discount or markup is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

3.5 Payment of Invoices by Credit Card (see PART 3)

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D (2014-06-26) will not apply to payments made by credit cards.

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ANNEXES

Annex A	Statement of Work / Specifications
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
	Appendix 1 - List of Individuals who are Currently Directors of the Offeror
	Appendix 2 - Voluntary Certification to Support the Use of Apprentices
Annex F	Insurance Certificate
Annex G	Voluntary Reports for Apprentices Employed During the Contract
Annex H	Security Requirements Checklist
Annex I	Call-up Instrument

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ANNEX A

See attached *Statement of Work / Specifications*

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ANNEX B

.1 Basis of Payment

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

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

.1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details

ANNEX C

MANDATORY HEALTH AND SAFETY - for Work in the Province of Manitoba

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
 - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Manitoba, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
 - 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

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- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
- 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.
NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

MANITOBA

Manitoba Labour
Workplace Safety and Health Branch
200 – 401 York Avenue
Winnipeg, Manitoba, R3C 0P8
Attention: Client Services

Telephone: (204) 945-6848
Facsimile: (204) 945-4556

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DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Manitoba Occupational Health and Safety Act requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than five (5) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

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ANNEX D
Periodic Usage Report Form

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

Return to:

Amanda Wiebe	(204) 983-7796	Amanda.wiebe@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Ste. 100 - 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba
R3C 2Z1

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call-up #	TOTAL BILLING

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

PREPARED BY:

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

ANNEX E OFFER

Description of Work: Winnipeg, Manitoba Various Projects, PWGSC Water/Sewer Line Repairs

1. OFFER

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

2. GENERAL PROVISIONS

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

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call-ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 942, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the

Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .

- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

3. FINANCIAL TERMS

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

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- .3 transportation/vehicle expenses;
 - .4 tools and tackle;
 - .5 overhead and profit;
 - .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0730 and 1600 hours, Monday to Friday.

4. PRICES

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

4.1 Unit Price Schedules - Rates

SCHEDULE A) Initial 2 Year Period

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
	Hourly rate, including travel time, gas, oil, maintenance and all other related expenses.				
1.	a) During Regular Hours: 0730 - 1600 hours, Monday through Friday				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	140	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	10	\$	\$
	v) Supervisor	Per hour	300	\$	\$
	vi) Plumber / Pipelayer	Per hour	300	\$	\$
	vii) General Labourer	Per hour	600	\$	\$
2.	b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	18	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	2	\$	\$
	v) Supervisor	Per hour	50	\$	\$

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	vi) Plumber / Pipelayer	Per hour	50	\$	\$
	vii) General Labourer	Per hour	100	\$	\$
	Equipment – any other heavy equipment that may be needed is to be charged at your current price schedule plus mark-up (% mark-up x \$5,000.00 =)	n/a	\$5,000.00	_____ %	\$
	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$40,000. =)	n/a	\$40,000.00	_____ %	\$
	Sand	Cu. M	500	\$	\$
	Aggregate – A Base	Cu. M	500	\$	\$
	Aggregate – B Base	Cu. M	20	\$	\$
	Sub Total A): Estimated Total Amount Initial Two Year Period GST/HST Extra				\$

4.1 Unit Price Schedules - Rates (continued)

SCHEDULE B) Option Year 1

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
	Hourly rate, including travel time, gas, oil, maintenance and all other related expenses.				
1.	a) During Regular Hours: 0730 - 1600 hours, Monday through Friday				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	140	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	10	\$	\$
	v) Supervisor	Per hour	300	\$	\$
	vi) Plumber / Pipelayer	Per hour	300	\$	\$
	vii) General Labourer	Per hour	600	\$	\$
2.	b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	18	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	2	\$	\$
	v) Supervisor	Per hour	50	\$	\$
	vi) Plumber / Pipelayer	Per hour	50	\$	\$
	vii) General Labourer	Per hour	100	\$	\$

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	Equipment – any other heavy equipment that may be needed is to be charged at your current price schedule plus mark-up (% mark-up x \$5,000.00 =)	n/a	\$5,000.00	_____ %	\$
	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$40,000. =)	n/a	\$40,000.00	_____ %	\$
	Sand	Cu. M	500	\$	\$
	Aggregate – A Base	Cu. M	500	\$	\$
	Aggregate – B Base	Cu. M	20	\$	\$
	Sub Total B): Estimated Total Amount Option Period 1 GST/HST Extra				\$

4.1 Unit Price Schedules - Rates (continued)

SCHEDULE C) Option year 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
	Hourly rate, including travel time, gas, oil, maintenance and all other related expenses.				
1.	a) During Regular Hours: 0730 - 1600 hours, Monday through Friday				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	140	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	10	\$	\$
	v) Supervisor	Per hour	300	\$	\$
	vi) Plumber / Pipelayer	Per hour	300	\$	\$
	vii) General Labourer	Per hour	600	\$	\$
2.	b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	18	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	2	\$	\$
	v) Supervisor	Per hour	50	\$	\$
	vi) Plumber / Pipelayer	Per hour	50	\$	\$
	vii) General Labourer	Per hour	100	\$	\$

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	Equipment – any other heavy equipment that may be needed is to be charged at your current price schedule plus mark-up (% mark-up x \$5,000.00 =)	n/a	\$5,000.00	_____ %	\$
	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$40,000. =)	n/a	\$40,000.00	_____ %	\$
	Sand	Cu. M	500	\$	\$
	Aggregate – A Base	Cu. M	500	\$	\$
	Aggregate – B Base	Cu. M	20	\$	\$
	Sub Total C): Estimated Total Amount Option Period 2 GST/HST Extra				\$

4.1 Unit Price Schedules - Rates (continued)

SCHEDULE D) Option Year 3

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
	Hourly rate, including travel time, gas, oil, maintenance and all other related expenses.				
1.	a) During Regular Hours: 0730 - 1600 hours, Monday through Friday				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	300	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	140	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	10	\$	\$
	v) Supervisor	Per hour	300	\$	\$
	vi) Plumber / Pipelayer	Per hour	300	\$	\$
	vii) General Labourer	Per hour	600	\$	\$
2.	b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.				
	i) Backhoe, 0.29 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	ii) Front end loader 1.7 cubic meter capacity, including heavy equipment operator	Per hour	50	\$	\$
	iii) Tandem Truck 3.82 cubic meter capacity, including operator	Per hour	18	\$	\$
	iv) Ripper (cost per hour while attached to backhoe. Use of backhoe and operator will be charged separately at the hourly rate priced in Item No. 1.00)	Per hour	2	\$	\$
	v) Supervisor	Per hour	50	\$	\$
	vi) Plumber / Pipelayer	Per hour	50	\$	\$
	vii) General Labourer	Per hour	100	\$	\$

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	Equipment – any other heavy equipment that may be needed is to be charged at your current price schedule plus mark-up (% mark-up x \$5,000.00 =)	n/a	\$5,000.00	_____ %	\$
	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$40,000. =)	n/a	\$40,000.00	_____ %	\$
	Sand	Cu. M	500	\$	\$
	Aggregate – A Base	Cu. M	500	\$	\$
	Aggregate – B Base	Cu. M	20	\$	\$
	Sub Total D): Estimated Total Amount Option Period 3 GST/HST Extra				\$

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4.1 Unit Price Schedules - Rates (continued)

4.2 TOTAL EVALUATED PRICE (Initial 2 Year Term + 1st Option Year + 2nd Option Year + 3rd Option Year)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Sub Total SCHEDULE A) Initial 2 Year Term	Sub Total SCHEDULE B) Option Years 1	Sub Total SCHEDULE C) Option Years 2	Sub Total SCHEDULE D) Option Years 3	Total Evaluated Price (col.1 + col.2 + Col. 3 + Col. 4 = col.5)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ GST/HST Extra

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

A rate must be entered for each item.

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

Cost will be evaluated on the Total Evaluated Price in Column 5. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

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APPENDIX 1 COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF DIRECTORS

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

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APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included a Annex G

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex G

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ANNEX F

The Insurance Terms have been amended. Refer to Part 6 clause 3.

See attached

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ANNEX H
Industrial Security (SRCL)

See attached

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ANNEX I

CALL-UP INSTRUMENT

See attached

DEPARTMENT OF NATIONAL DEFENCE
SPECIFICATION
STANDING OFFER AGREEMENT (SOA)
UNDERGROUND WATER DISTRIBUTION LINE REPAIRS
AND SEWER LINE REPAIRS
17 WING, WINNIPEG, MANITOBA

1 SITE OF WORK

- .1 North Site - 17 Wing, Winnipeg, Manitoba.
- .2 Satellites:
 - .1 Minto Armoury, 969 St Matthews Avenue, Winnipeg, Manitoba.
 - .2 McGregor Armoury, 551 Machray Avenue, Winnipeg, Manitoba.
 - .3 St Charles Rifle Range.
 - .4 Chippawa Armoury, 51 Navy Way, Winnipeg, Manitoba.

2 WORK INCLUDED

The Contractor shall provide all labour, materials, tools, equipment, transportation, administration and supervision necessary to complete the work described by the specification, on an "as and when requested basis".

- .1 Supply of equipment that may be required to perform the specific repairs.
- .2 Supply of labour and materials.
- .3 Carry out repairs to underground water distribution lines and sewer lines.
- .4 Thawing of water lines and drains.
- .5 Back-filling.
- .6 Provide routing out of sewer/drain lines.
- .7 Provide sewer line camera support services and reports.
- .8 Clean-up and Finish landscaping.

3 WORK NOT INCLUDED

- .1 Restoration of curbs, asphalt and concrete surfaces.

4 SECURITY REQUIREMENT

- .1 The Contractor is required to supply the names of all personnel that will require access to 17 Wing and its associated units to the Engineer upon award of contract and on a regular basis as employees change or as requested by the Engineer.
- .2 This requirement is in place to ensure quick access to 17 Wing and associated Units. If a Contractor's employee name is not provided in advance, the Contractor's employee may experience delays in getting access. Any time lost while the Contractor's employees are waiting for access due to names not being forwarded to the Engineer, will be the responsibility of the Contractor.

5 WORK ESTIMATES

- .1 The Engineer's Contracts Inspectors will normally request an approximate cost for call-ups, in which case a verbal estimate is acceptable.
- .2 If a "Quote" is requested, a written quote shall be faxed to the Engineer's Contracts Inspector requesting it at no extra cost to DND.

6 SERVICE CALLS

- .1 The Contractor shall be prepared to provide emergency services within 2 hours after receipt of notice from the engineer on a 24/7 basis and shall provide the Engineer with a telephone number at which emergency service may be requested. Telephone answering service will not be accepted.
- .2 All other work, the Engineer is to be contacted within Four (4) hours after Contractor has been notified. Requests for service will be confirmed in writing by requisition on SOA.

7 RESPONSIBILITY

- .1 The Contractor shall ensure that all work is carried out in a professional manner by tradespeople skilled in their trade.
- .2 All work shall be subject to inspection and be performed to the complete satisfaction of the Engineer.
- .3 The Contractor shall provide daily work sheets showing start and completion times of each job performed against this contract.
- .4 Work sheets shall be signed by the Engineer or the Engineer's representative on site and shall be submitted with each invoice forwarded for payment.
- .5 It shall be the Contractor's responsibility to provide shoring material, ie. plywood, prefab forms, that is required to meet provincial safety regulations.

8 RESPONSIBILITY (cont'd)

- .6 The contractor shall not use open flame devices to thaw frozen water/sewer lines.
- .7 All water main renewal and large water service renewals and repairs shall be in accordance with the City of Winnipeg's standards of construction specifications in respect to testing and disinfections. All fittings and associated material shall be disinfected and exposed pipe ends shall also be disinfected with Javex and clean wiping rags.

9 SAFETY REQUIREMENTS

- .1 General. The Contractor 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.
- .2 Construction Safety Measures. Observe and enforce construction safety measures required by the latest edition of the National Building Code of Canada, Provincial Government, Workers Compensation Board and Municipal Statutes and Authorities.
 - .1 In event of conflict between any provisions of above the authorities having jurisdiction shall prevail.
- .3 Work Procedures and Equipment. Work procedures and equipment:
 - .1 all work procedures and equipment will be in accordance with legislated standards;
 - .2 a "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base. Hot Work permits are issued and controlled by the Wing Fire Chief;
 - .3 position cranes, hoists or scaffolding 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 Barricades. Barricade dangerous work sites, trenches and excavations.
- .5 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.
- .6 Lockout Procedure. When persons would be placed at risk should the facility, machine or equipment become energized or move during inspection, maintenance, or repair, lockout procedures are required. Lockouts must be initiated by qualified Department of National Defence (DND) tradespeople although each tradesperson or worker responsible for the job or the equipment/facility will separately lockout.
- .7 Safety Personnel and Responsibility:
 - .1 The Contractor shall supply competent personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.
 - .2 DND shall monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract document.
 - .3 The Contractor will report to the contract supervisor and jurisdictional authorities any accident or incident involving contractor, DND or public personnel and/or property arising from the contractor's execution of work.

9 SAFETY REQUIREMENTS (cont'd)

- .8 Delay Due to Health and Safety Regulations Infractions:
 - .1 The Contractor will include all provisions of the contract in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.
 - .2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor 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 contract supervisor to avoid delay in the final completion of the work or any operation thereof.
- .9 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the Wing Fire Chief.
- .10 Overloading. No part of the work shall be loaded to the point which will endanger its safety.
- .11 Falsework. Falsework shall conform with CSA S269.1-1975, National, Provincial and/or Local codes and by-laws, governing this type of work.
- .12 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc. in storm or sanitary sewers.

10 HAZARDOUS MATERIALS

- .1 Material Safety Data Sheets must be provided to the Wing Construction Engineering Officer for any controlled product being brought onto 17 Wing.

11 INVOICES

- .1 All invoices submitted for payment shall be accompanied by the requisition on SOA.
- .2 Invoices are to include a breakdown as follows:
 - .1 Rates of pay and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Goods and Services Tax (GST) to be shown as a separate item.
 - .5 Where subcontracting is involved a copy of subcontractor's paid invoice shall accompany the invoice against the requisition.
 - .6 Where discount or mark-up is applicable, please indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the contractor for proper annotation before certification for payment is made.

12 POST AWARD MEETINGS

After award on contract, the Contractor shall visit the Service Site Authority to be given job instructions.

13 EXCAVATION AND BEDDING

- .1 All trenches shall be open cut with a minimum width equal to the diameter of the pipe plus 609.6 mm to allow for proper pipe laying and jointing.
- .2 The Contractor shall meet the provincial safety regulations for trench excavation without extra consideration of payment.
- .3 Trenches shall be kept free of water at all times and in no instance shall the pipe be used as a drain. Excavated material shall be properly piled in an orderly manner so as to permit efficient prosecution of the work and to cause the least possible disruption of existing facilities. Roads and paths shall be kept open by the use of sheet steel or other temporary bridging, to the satisfaction of the Engineer.
- .4 All pipe shall be installed in a flat bottom trench without blocks. The trench bottom shall be evenly graded and compacted to provide a uniform base for the pipe bedding.
- .5 All pipes shall be bedded in 101.6 mm minimum of compacted sand. The bedding shall be placed and compacted so as to give adequate support to the lower half of the pipe.

14 BACK-FILLING

- .1 The initial back-fill from the top of the bedding to 304.8 mm above the top of the pipe shall consist of sand, crushed gravel, crushed stone or suitable excavated material, free from rock particles over 38.1 mm in size and capable of being compacted as hereafter specified. Back-fill shall not contain frozen material, cinder, refuse, vegetable or organic matter or other material considered unsuitable by the Engineer. Initial back-fill shall be hand placed in 101.6 mm layers and tamped to 90% maximum density (ASTM D698 latest edition). Care shall be taken to compact back-fill material under the barrel of the pipe so as to give firm support.
- .2 The final back-fill may consist of suitable excavated material free from frozen matter, cinders, ashes, refuse, vegetable and organic matter, but may contain up to 20% rock or boulders of maximum size of 203.1 mm on the longest dimension. The back-fill shall be compacted to 90% of maximum density (ASTM D698 latest edition).

15 BACK-FILL AT ROADS AND UTILITIES

At locations where existing roads or existing utilities pass above the new services, all back-fill shall be granular back-fill as described under Initial Back-fill. At road crossings, base course and slopes of the gravel back-fill shall conform to the original cross section of the road. The granular back-fill under an existing utility shall be sloped at least 45° outward from the utility. The granular back-fill shall be placed in 152.4 mm layers and each layer compacted by gas driven compactor to 90% of maximum density (ASTM D698 latest edition).

16 RECONDITIONING SURFACE

- .1 After back-filling, the surface shall be restored to its original level and condition and shall be left free from ruts and rough spots.
- .2 Except as stated in paragraphs 3.1 and 3.2.
- .3 All excess excavated material shall be removed and disposed of.

17 TERMS OF PAYMENT

- .1 Payments of prorated daily rates for miscellaneous equipment shall be for productive time on site.
- .2 Payment of hourly wages for a labourer shall be for productive labour on site.
- .3 Payment of hourly rates for equipment with operator shall be for productive time on site.

18 CLEAN UP

On completion of the workday under this section, all surplus materials, tools, equipment and debris shall be removed and the area left in a clean and tidy condition to the complete satisfaction of the Engineer.

19 DEFINITION

- .1 Productive labour shall be defined as producing and tending to produce.
- .2 Productive time shall be defined as production per unit of effort on work site.