

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
401-1230 Government St.  
Victoria  
BC  
V8W 3X4  
Bid Fax: (250) 363-3344**

## 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 - Pacific  
Region  
800 Burrard Street, 12th floor  
800, rue Burrard, 12e étage  
Vancouver  
British C  
V6Z 2V8

<b>Title - Sujet</b> RISO: Asbestos Abatement	
<b>Solicitation No. - N° de l'invitation</b> W0103-125081/A	<b>Date</b> 2012-04-20
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-011-6676
<b>File No. - N° de dossier</b> PWY-1-34345 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anderson, Elaine PWY	<b>Buyer Id - Id de l'acheteur</b> pwy011
<b>Telephone No. - N° de téléphone</b> (250)363-3298 ( )	<b>FAX No. - N° de FAX</b> (250)363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DND - All areas of CFB Esquimalt, Esquimalt, BC	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend 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

## **REQUEST FOR STANDING OFFER (RFSO)**

### **IMPORTANT NOTICE TO OFFERORS**

#### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

#### **CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE**

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## **SPECIAL INSTRUCTIONS TO OFFERER'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize one Standing Offer for a period of approximately 3 years. The total dollar value of the Standing Offer is estimated to be \$120,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$40,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; DND will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five [5] calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

### **SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

1. The Contracting Authority for this Request for Standing Offer is:

Elaine Anderson  
Public Works and Government Services Canada  
Acquisitions, Real Property Contracting  
401-1230 Government St.  
Victoria, BC V8W 3X4  
Phone: (250)363-3298; Fax. (250)363-0395  
E-Mail: elaine.anderson@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **SI04 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

#### **SI05 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

#### **SI06 SITE VISIT**

It is recommended that the Offeror or a representative of the Offeror visit the work site. Offerors who do not attend or send a representative will not be precluded from submitting a bid. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

Contact: Greg Inouye (250)363-2189.

#### **SI07 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors". The facsimile number for receipt of revisions is (250)363-3344.

#### **SI08 OFFER VALIDITY PERIOD**

- 1) The offer cannot be withdrawn for the period of [60] days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 1) of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 4) If the extension referred to in paragraph 1) of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or

(b) cancel the invitation to tender.

- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

## SI09 SECURITY REQUIREMENT

**This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).**

- 1) The successful offeror must hold a valid [as per clause 1 of the security clauses: i.e. Designated Organization Screening (DOS) / Facility Security Clearance at level of Reliability Status] as indicated in section SC01 of the Supplementary Conditions.
- 2) The successful offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful offeror's non-compliance with the mandatory security requirement.
- 3) For any enquiries concerning the project security requirement, during the bidding period, the Offeror must follow the instructions as detailed in SI02\_ "Enquiries during the Solicitation Period" . Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free)

## SI10 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)\_\_\_\_\_ <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)\_ <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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Schedules of Wage Rates for Federal Construction Contracts\_\_\_\_

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtm](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtm)

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

## GENERAL INSTRUCTIONS TO OFFERORS (GI)

### GI01 CODE OF CONDUCT AND CERTIFICATIONS

1. Offerors must comply with the Code of Conduct for Procurement. Furthermore, in addition to the Code of Conduct for Procurement, offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - (a) payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
2. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Offerors further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:
 

*section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.*
4. For the purpose of this section, business concerns, organizations or individuals are Offeror's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
5. The Contracting Authority will declare non-responsive any offer in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.



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6. In circumstances where a offeror or any of the Offeror's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Offeror must provide with its offer, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted , or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
  7. The Offeror or any of the Offeror's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this offer solicitation.

## **GI02 COMPLETION OF OFFER**

- 1) The offer shall be
  - a) Submitted in accordance with the instructions contained in the RFSO;
  - b) correctly completed in all respects;
  - c) signed by a duly authorized representative of the Offeror; and
  - d) accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
- 2) Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the RFSO, facsimile copies of bids are not acceptable.

## **GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR**

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

**GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX**

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any offer security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Offeror, and shall be paid to the Offeror in addition to the amount approved by Canada for work performed under the Contract. The Offeror shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

**GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

**GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

**GI07 SUBMISSION OF OFFER**

- 1) Canada requests that offerors provide their offer as follows:  
Appendix 2: Price Proposal form.
- 2) Canada requests that offerors follow the format instructions described below in the preparation of their offer.
  - (a) use 216 mm x 279 mm (8.5 x 11 inch) paper;
  - (b) use a numbering system that corresponds to that of the Request for Standing Offers;
- 3) Offerors must submit their financial offer in accordance with Appendix 2 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable. The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - (a) Solicitation Number;
  - (b) Name of Offeror;
  - (c) Return address; and

(d) Closing Date and Time.

The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

- 4) Timely and correct delivery of offers is the sole responsibility of the Offeror.

**GI08 REVISION OF OFFER**

- 1) An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2) A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) 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).

**GI09 REJECTION OF OFFER**

Canada may reject an offer where any of the following circumstances is present:

- (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offer on the requirement;
- (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;

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- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (f) with respect to current or prior transactions with the Government of Canada:
    - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
    - (ii) Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
2. Where Canada intends to reject an offer pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to an offer solicitation from a single offeror or a joint venture. Canada reserves the right to:
- (i) reject any or all of the bids submitted by a single offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - (ii) reject any or all of the bids submitted by a single offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

#### **GI10 OFFER COSTS**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### **GI11 PROCUREMENT BUSINESS NUMBER**

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

#### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

#### **GI13 APPROVAL OF ALTERNATIVE MATERIALS**

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

#### **GI14 PERFORMANCE EVALUATION**

- 1) Offerors shall take note that the performance of the Offeror 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.

#### **GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
  - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.

- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## STANDING OFFER PARTICULARS

### SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d) the Standing Offer cannot be assigned or transferred in whole or in part;
  - e) the Standing Offer may be set aside by Canada at any time.

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from 1 June, 2012 to 31 May, 2015.

### SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$40,000.00 (GST or HST included).

### SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
  - a) The Departmental Representative will establish the scope of services to be performed.
  - b) For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified

including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision as offered in the RFSO including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # W0103-12-5081**

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 4
  - (b) Industrial Security Manual (latest edition).



## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1) The following are the call-up's contract documents:
  - (a) The call up against the Standing Offer, including any annexes;
  - (b) General Conditions and clauses :
 

GC1 General Provisions As amended by paragraph 5)	R2810D	(2011-05-16);
GC2 Administration of the Contract	R2820D	(2011-05-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2008-05-12);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 Insurance	R2590D	(2011-05-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2010-01-11);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
  - (c) 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 above 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>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 4) The language of the contract documents is the language of the Price Proposal Form submitted.  
  
*Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications"*
- 5) GC1.20 Code of Conduct and Certifications
  1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
  2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent,

subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:

- (a) payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
- (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:

- (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
- (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:

- (a) either one controls or has the power to control the other, or
- (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## APPENDIX 1 - SCOPE OF WORK

### REGIONAL INDIVIDUAL STANDING OFFER FOR ASBESTOS ABATEMENT

**REQUIREMENT:** Regional Individual Standing Offer to provide all labour, material, tools, equipment, supervision and transportation required to carry out/complete asbestos abatement projects on an as and when requested basis. Tradesmen tools where applicable as detailed herein are considered to be included in the Labour Rate.

All projects shall be performed in accordance with specifications attached. Due to hazardous nature of Asbestos materials it is MANDATORY that the Contractor and all his personnel fully comply with all aspects of the safety regulations outlined. Should the Contractor or staff fail to comply with safety requirements, PWGSC will issue a stop work order. No subsequent call-ups will be made against this Standing Offer.

**Successful Contractor must certify to the satisfaction of DND & PWGSC that all personnel utilised on site have been made aware of the potential health hazard and have been properly instructed in safe work methods. (WCB requires equipment and personnel be tested and results posted on site)**

**NORMAL CALLOUTS:** It is a requirement that in advance of commencing work the Contractor notify the following of intent.

- a. Regional Office of Labour Canada
- b. Provincial Department of Labour
- c. Base Construction Engineering Office
- d. Operations Manager Field Services, Dept of Occupational Safety and Health Division.

**EMERGENCY CALLOUTS:** For emergency call-outs a maximum of FOUR HOURS response will be required until the Contractor is on site.

**WASTE DISPOSAL:** Authority for the final disposal of Asbestos waste is the responsibility of the Provincial Ministry of Land, Water and Air Protection in conjunction with local, regional, and federal representatives. The Contractor is responsible for the asbestos waste generated at DND sites. Said waste will be removed from DND sites, transported under dangerous goods regulations and deposited in a Class A landfill as determined by the Ministry of Land, Water and Air Protection.

**It is the responsibility of the Contractor to be familiar with all regulations governing Asbestos Abatement, removal, transportation and disposal. No allowance will be made for failure to do so.**

### GENERAL REQUIREMENTS

#### 1. Definitions

The "Engineer" is defined as the Base Construction Engineering Officer of his designated representative.

#### 2. Locations of Work

1. Work under this Standing Offer covers the abatement of asbestos from buildings and structures within the CFB Esquimalt area including:

- a. Dockyard, Esquimalt
- b. Naden, Esquimalt
- c. Work Point, Barracks Esquimalt
- d. Munroe Head, Esquimalt
- e. Bay Street Armoury, Victoria
- f. Colwood Area, Colwood
- g. Belmont Park, Colwood
- h. Albert Head, Metchosin
- i. Mary Hill, Metchosin
- j. Rocky Point, Metchosin
- k. Heals Range, Brentwood Bay
- l. Patricia Bay, Sidney
- m. Vanalman Armoury, Victoria

2. Exact extent and location of work as per Engineer's instructions with each request for abatement services.

3. Documents required:

- 1. Maintain at job site, one copy of each of the following:
  - a. Drawings issued for work
  - b. Specifications
  - c. Addenda
  - d. Copy of approved work schedule

#### 4. Work Schedule

Provide prior to commencing work schedule showing anticipated progress stages and final completion or work.

Interim reviews of work progress based on work schedule will be conducted as decided by Engineer and schedule updated by Contractor in conjunction with and to approval of Engineer.

Work may be requested:

- a. During normal working hours, 8:00 am through 4:00 pm on working days, Monday to Friday, except holidays.
- b. Outside normal working hours, 4:01 pm to 7:59 am on working days
- c. All hours during weekends and holidays.
- d. Contractor must be able to provide a four hour minimum response time for emergency callouts.

#### 5. Contractor's Use of Site

- 1. Use of site:
  - a. Access directly to and from site subject to:
    - i. Traffic regulations established by DND
    - ii. Security regulations established by DND
- 2. Work and storage area limited as requested by Engineer.

3. All Contractor's employees requiring access to controlled areas will be required to obtain passes or identification (ID) cards from the Base Identification Unit located at the main Dockyard gate based on the following:

- a. Persons requiring access not exceeding three days duration: obtain a daily pass each time of access and hand in to Commissionaire at the end of the day.
- b. Time duration to obtain: 15minutes
- c. Persons requiring access not exceeding two weeks duration: obtain a temporary identification card from the Identification Unit.
- d. Time duration to obtain: 30 minutes

4. Upon award of the Contract the Contractor shall provide a typewritten list to the Engineer of all employees requiring access to the contract work area. This list shall be updated promptly as changes of employees are made.

5. All identification cards are to be returned to Commissionaires upon termination of employment, completion of work or expiry of card.

6. The Base Security Officer may request interviews with employees and retains the right to deny access to the Base to persons on the basis of security risk.

- a. Do not unreasonably encumber site with materials or equipment
- b. Move stored products or equipment which interferes with operations of Engineer or building occupants.
- c. Use of DND facilities not permitted unless otherwise indicated or approved in writing by Engineer.

## 6. Codes and Standards

1. Perform work in accordance with National Building Code of Canada (NBC) 2005 and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

2. Meet or exceed requirements of contract documents, specified standards, codes and referenced documents.

## 7. Setting Out of Work

1. Assume full responsibility for and execute complete layout of work to locations, lines as requested by Engineer.

## 8. Cutting Patching

- 1. Execute cutting and patching required to finish properly.
- 2. Make cuts with clean, true, smooth edges. Make patches inconspicuous in final finish.

## 9. Control of Work and Procedures

- 1. Throughout the duration of the contract:
  - a. Engineer will advise of personnel who are authorised to issue requisitions for work
- 2. When service is requested, verify extent of work by site visit and confirm with Engineer.
- 3. Obtain keys for access to work from Engineer and promptly return to Engineer upon condition of work or prior to leaving work area.
  - a. Engineer may advise of alternate procedures for control of keys.
- 4. Engineer may inspect work during process.

5. Engineer will conduct inspection upon completion of work and note deficiencies.
6. Correct deficiencies immediately after notification by Engineer.

**10. Worker Qualifications**

1. When work requires the disconnection or reconnection of mechanical or electrical system, work shall be performed by a qualified journeyman.

**11. Existing Services**

1. Submit request to Engineer for any shut-down or closure of active service or facility.

**12. Work in Existing Buildings**

1. Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Engineer to facilitate execution of work.
2. Where security has been reduced by work of Contract, provide temporary means to maintain security.
3. Where elevators or conveyors exist in building, only those assigned for Contractor's use may be used for moving men and material within the building. Protect walls of passenger elevators, to approval of Engineer before use. Accept liability for damage, safety of equipment and over-loading of existing equipment.
4. Provide temporary dust screens, barriers, warning signs in locations where work is adjacent to areas used by public or government staff.
5. Protect adjacent surfaces, and make good or replace surfaces and/or equipment damaged by the Contractor in the execution of work at no cost to the Crown.
6. When a key for access has been issued, ensure work area is secured before leaving.
7. Provide pedestrian barricade warning tape to mark perimeter of work area as directed by Engineer.

**13. Additional Drawings**

1. Engineer may furnish additional drawings to assist proper execution of work. These drawings will be issued for clarification only.

**14. Construction Safety Measures**

1. Observe and enforce construction safety measures required by National Building Code 1990, Provincial Government, Workers' Compensation Board and municipal statutes and authorities.
2. The Contractor must ensure compliance on his part and on the part of all his subcontractors with the standards of Part 11 Canada Labour Code and the Occupational Health and Safety Regulations as well as compliance with the Workers' Compensation Act and any regulations there under the said Act having to do with prevention of accidents, the prevention of diseases and the provision of safe working conditions including proper safety equipment, lighting and ventilation. In the event of conflict between the Workers' Compensation Act and regulations and Canada Labour Code Part 11, the Occupational Health and Safety Regulations, the most stringent provision applies.
3. It is the Contractor's responsibility to provide for the safety of his workmen.

**15. Overloading**

1. Ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.

**16. Smoking Restriction**

1. No smoking is allowed in DND buildings and is restricted in certain areas of the Base. Comply with all restrictions.

**17. WHMIS**

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

**TEMPORARY FACILITIES****1. Sanitary Facilities**

1. Provide sanitary facilities for workforce in accordance with governing regulations and ordinances.
2. Existing facilities may only be used by written approval of Engineer.
3. Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

**2. Parking**

1. Parking space will be made available on site by Engineer for marked Contractors vehicles only.
2. Location as directed by Engineer.

**3. Enclosure of Structure**

1. Provide temporary weather tight enclosures and protection for exterior openings required for access by work.
2. Erect enclosures to allow access for installation of materials and working inside enclosure.
3. Design enclosures to withstand wind pressure and snow loading.

**4. Power and Water Supply**

1. DND can provide, free of charge, temporary electric power and water for construction purposes.
2. Engineer will determine delivery points and qualitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
3. Provide equipment and temporary lines to bring these services to work area.
4. Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice.

**5. Signs and Notices**

1. Only signs and notices for safety or installation are permitted on site.
2. Format, location and quantity of site signs and notices to be approved by Engineer.
3. Signs and notices for safety or instruction to be in French and English language or commonly understood graphic symbols.

**6. Scaffolding**

1. Construct and maintain scaffolding in rigid, secure and safe manner.
2. Erect scaffolding independent of walls. Remove promptly when no longer required.

**7. Removal of Temporary Facilities**

1. Remove temporary facilities from site when directed by Engineer

**FIRE SAFETY REQUIREMENTS****1. Fire Safety Plan**

1. Contractors and their personnel shall be familiar with this section and its requirements.

**2. Fire Department Briefing**

1. The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

**3. Reporting Fires**

1. Know the location of nearest fire alarm box and telephone, including the emergency phone number.
2. Report immediately all fire incidents to the Fire Department as follows:
  - a. Activate nearest fire alarm box, or
  - b. Telephone (911 EMERGENCY ONLY)
3. Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.
4. When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

**4. Interior and Exterior Fire Protection and Alarm Systems**

1. Fire protection and alarm systems shall not be:
  - a. Obstructed
  - b. Shut-off
  - c. Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.

**5. Fire Extinguishers**

1. The Contractor shall supply 20 lbs ABC fire extinguishers, as scaled by the Fire Chief, necessary to protect in an emergency, the work in progress and the Contractor Physical plant on site.

**6. Smoking Precautions**

1. Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.

**7. Rubbish and Waste Materials**

1. Rubbish and waste materials are to be kept to a minimum.



2. The burning of rubbish is prohibited.
3. Removal: All rubbish shall be removed from the worksite at the end of the workday or shift or as directed.

#### **8. Hazardous Substances:**

1. If the work entails the use or close proximity to any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
2. Wherever work is being carried out in dangerous or hazardous areas involving the use of heat or work is in close proximity to heat producing device, fire watchers, equipped with sufficient fire extinguishers or special precautions shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.

#### **9. Questions and/or Clarification**

1. Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

#### **10. Fire Inspection**

1. The Base Fire Chief shall be allowed unrestricted access to the worksite.
2. The Contractor shall cooperate with the Fire Chief during routine inspections of the worksite.
3. The Contractor shall immediately remedy all unsafe fire situations observed by the Fire Chief.

### **MATERIAL AND EQUIPMENT**

#### **1. General**

1. Use new material unless otherwise specified.
2. Provide material of specified quality.
3. Use products of one manufacturer for material and equipment of same type or classification unless otherwise specified.

#### **2. Manufacturers Instruction**

1. Unless otherwise specified, comply with manufacturer's latest intended instructions for materials and installation methods.
2. Notify Engineer in writing of any conflict between these specifications and manufacturer's instructions. Engineer will designate which document is to be followed.

#### **3. Delivery and Storage**

1. Deliver, store and maintain packaged material with manufacturer's seals and labels intact.
2. Prevent damage, adulteration and soiling of material during delivery, handling and storage. Immediately remove rejected material from site.
3. Store material in accordance with supplier's instructions.

**4. Conformance**

1. When material is specified by standard or performance specifications, upon request of Engineer, obtain from manufacturer an independent testing laboratory report, stating that material meets or exceeds specified requirements.

**5. Construction Equipment and Plant**

1. On request, prove to the satisfaction of Engineer that the equipment and plant are adequate to perform work to quality requested. If inadequate, replace or provide additional equipment as requested.

2. Maintain construction equipment in good operating order

**CLEANING****1. Materials**

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned and as recommended by cleaning material manufacturer.

**2. Cleaning During Construction**

1. Maintain the work, and building systems, at least on a daily basis free from accumulations of waste material and debris.

**3. Final Cleaning**

1. In preparation for acceptance of the project on completion perform final cleaning.
2. Remove grease, dust, dirt, stains, fingerprints and other foreign materials from interior and exterior finished surfaces including glass and other polished surfaces.
3. Clean lighting reflectors, lenses and other lighting surfaces.
4. Hose clean paved surfaces; moisten and rake clean other surfaces of grounds.
5. Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

**ASBESTOS ABATEMENT****1. Regulatory Agencies**

1. Comply with federal, provincial and local requirements pertaining to asbestos, provided that in any case of conflict among those requirements or with these specifications the more stringent requirement shall apply.

2. Safe work practices for handling Asbestos. A Manual of Standard Practice (WCB) August 1996.

3. Industrial Health and Safety Regulations, Section 35 & 78 (WCB)

4. The Control and Management of friable Asbestos Materials (Ministry of Labour) current edition.

5. Users Guide for the Hazardous Waste Manifest, Transportation of Dangerous Goods Act.

**2. Submittal**

1. Before commencing work:

Submit proof satisfactory to Engineer that all employees have had instruction on the hazards of asbestos exposure, respirator use, dress, use of showers, entry and exit from work areas and all aspects of work procedures and protective measures.

2. The Contractor's Superintendent shall have attended an asbestos abatement course, of not less than two days duration, approved by the Engineer. Submit proof of attendance in the form of a certificate

3. Obtain from the appropriate agency and submit to Engineer all necessary permits for transporting and disposal of asbestos waste. Ensure that dump operator is fully aware of hazardous nature of material being dumped and proper methods of disposal are used. Submit proof satisfactory to Engineer that suitable arrangements have been made to receive and properly dispose of asbestos waste.

4. Submit to Engineer photocopy of Hazardous Waste Manifest with the generator and carrier portion completed for every load of asbestos waste removed from project.

5. Maintain a project log on site, recording:

- a. Date
- b. Names of all persons entering the work area, time of entry and exit, type of protection worn.
- c. Location and description of work proceeding during shift.
- d. A copy of project log to be forwarded to Engineer at completion of work.
- e. Submit documentation including test results for encapsulated proposed for use.

### 3. Signs

1. Signage: signs in both official languages shall be displayed in all work areas where access to a sealed area is possible. Such signs in upper case "HELVETICA MEDIUM" letters shall read:

CAUTION, ASBESTOS HAZARD AREA (25mm)

UNAUTHORIZED ENTRY PROHIBITED (19mm)

WEAR PROTECTIVE EQUIPMENT (19mm)

ATTENTION, ZONE DANGEREUSE (25mm)

CONTIENT DE L'AMIANTE (25mm)

ENTREE INTERDITE (19mm)

PROTEZ VOUTRE EQUIPMENT PROTECTIF (19mm)

## PRODUCTS

### 1. Material and Equipment

1. All electrical equipment shall meet the requirements of Section 22 "Category 1 " of the Canadian Electrical Code C22.1- 19-1 986 for locations in which excessive moisture is likely to be present.

### 2. Disposal

1. Authority for the final disposal of asbestos waste is the responsibility of Local, Regional, Federal and Provincial Ministry of Land, Water and Air Protection representative. Contractor shall contact the Provincial Ministry of Land, Water and Air Protection representative and local disposal site to arrange disposal in Class "A" landfill as determined by the Provincial Ministry of Land, Water and Air Protection Pollution Control Objectives. Under no circumstances will waste asbestos be disposed of

without the agreement and approval of the responsible Provincial Ministry of Land, Water and Air Protection representative in writing.

2. All waste must be transported by hauler licensed for the transportation of waste containing asbestos by the Provincial Ministry of Land, Water and Air Protection.

3. Ensure each shipment of transport containers to dump is accompanied by a representative who will supervise dumping of containers and ensure all guidelines and regulations are followed. Each load requires completion of a hazardous waste manifest under Transport of Dangerous Goods Act 1980.

4. Co-operate with Provincial Ministry of Land, Water and Air Protection inspectors and immediately carry out instructions for remedial work at dump to maintain environment at no additional cost to generator.

5. Ensure dump operation is fully aware of hazardous material being dumped and that all equipment operators have been fully briefed in management of asbestos containers after delivery.

## APPENDIX 2 - PRICE PROPOSAL FORM

.1 Each item specified in the Unit Price Schedule 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 the Price Schedule 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 the Price Schedule 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 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 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.

### .3 Pricing

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;
- .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.

### DEFINITIONS:

Two categories of individuals are applicable, certified asbestos removal workers (mechanics) and construction labourers (trades helpers).

Labour includes the following equipment:

- 1. Hand removal equipment, knives, scrapers, brushes, rake, shovels, reservoir sprayers, hoses, nozzles, normal carpentry tools, power tools, lightings, fire extinguishers, HEPA vacuum system and ladders.
- 2. Protective equipment: respirators and protective suits.

Solicitation No. - N° de l'invitation

W0103-125081/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-1-34345

Buyer ID - Id de l'acheteur

pw011

CCC No./N° CCC - FMS No/ N° VME

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**4. PRICES**

The Offeror agrees that the following are the prices referred to above:

**4.1 Unit Price Schedules - Rates****Years 1 & 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 \$
3.	Hourly rate, including travel time and all related expenses.  a) <b>During Regular Hours:</b> 0800 - 1600 hours, Monday through Friday  i) Mechanic  ii) Trades Helper (construction labour)  b) <b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.  i) Mechanic  ii) Trades Helper (construction labour)  c) <b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 4 hours from call.  I) Mechanic  ii) Trades helper (construction labour)	    per hour  per hour    per hour  per hour   Per hour  Per hour	    600  600    16  16   10  10		
	<b>EQUIPMENT:</b> Firm unit prices for equipment related to work proposed.				
4	Portable Toilet	Days	20		
5	Portable Shower	Days	20		
6	Negative Air Unit including filters and ducting	Days	20		
7.	Contractor's Mark Up on Allowance for			_____ %	\$

	unspecified material, replacement parts, required permits and certificates. (\$12,000.00 + % mark up = )	\$12,000.00		
8	Contractor's Mark up on allowance for equipment rentals (\$2,500.00 + % mark up = )	\$2,500.00	_____%	\$
<b>Sub Total A): Estimated Total Amount 1st &amp; 2nd Year GST/HST Extra</b>				\$

**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 \$
3.	Hourly rate, including travel time and all related expenses.  a) <b>During Regular Hours:</b> 0800 - 1600 hours, Monday through Friday  i) Mechanic  ii) Trades Helper (Construction Labour)  b) <b>Outside Regular Hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays.  i) Mechanic  ii) Trades Helper (Construction Labour)  C) <b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 4 hours from call.  I) Mechanic  ii) Trades Helper (Construction Labour)	per hour  per hour    per hour per hour   Per hour Per hour	300  300    9 9   5 5		
	<b>EQUIPMENT:</b> Firm unit prices for equipment related to work proposed.				
4	Portable Toilet	Days	10		
5	Portable Shower	Days	10		



Solicitation No. - N° de l'invitation

W0103-125081/A

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Buyer ID - Id de l'acheteur

pwy011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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6	Negative Air Unit including filters and ducting	Days	10		
7.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$6,000.00 + % mark up = )	\$6,000.00	_____ %	\$	
5	Contractor's Mark up on allowance for equipment rentals (\$1,500.00 + % mark up = )	\$1,500.00	_____ %	\$	
<b>Sub Total B): Estimated Total Amount Year 3 GST/HST Extra</b>				\$	

**TOTAL EVALUATED PRICE:**

<b>Sub Total A 1st &amp; 2nd Year Term</b>	<b>Sub Total B 3rd Year</b>	<b>Total Evaluated Price (col.1 + col.2 = col.3)</b>
\$ _____	\$ _____	\$ _____ _ <b>GST/HST Extra</b>

**WASTE DISPOSAL COSTS:**

1. Invoice cost of dump container(s) and applicable transportation cost. Invoice cost of disposal at landfill site plus an allowable percentage markup.
2. Rate per trip for delivery of waste materials to landfill site based on a kilometre rate with a minimum of 5 kilometers. Includes vehicle, fuel, operator and necessary permits.

**Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that 1 standing offer will be issued to the lowest compliant offeror.**

SIGNATURE:

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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### APPENDIX 3 - PERIODIC REPORTS

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

Return to:

<b>Name</b>	<b>Phone Number</b>	<b>E-mail</b>

at:

Dept. Of National Defence  
CE Contracting, CFB Esquimalt  
P.O. Box 17000, Station Forces  
Victoria, BC V9A 7N2

### BI-ANNUAL 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.: \_\_\_\_\_

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**APPENDIX 4 - SECURITY REQUIREMENTS CHECK LIST (SRCL)****LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine										2. Branch or Directorate / Direction générale ou Direction									
3. a) Subcontract Number / Numéro du contrat de sous-traitance										3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant									
															Address - adresse				
4. Brief Description of Work / Brève description du travail Asbestos Abatement at CFB Esquimalt.																			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?										<input checked="" type="checkbox"/>	N	O		Yes					
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?										<input checked="" type="checkbox"/>	N	O		Yes					
6. Indicate the type of access required / Indiquer le type d'accès requis																			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)										<input checked="" type="checkbox"/>	No	Non	Yes						
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.											N	O	<input checked="" type="checkbox"/>	Yes					
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage?										<input checked="" type="checkbox"/>	N		Yes						

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S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?

Non

Ou  
i

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada

NATO / OTAN

Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions		All NATO countries		No release restrictions	
Not releasable					
Restricted to: / Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	

7. c) Level of information / Niveau d'information

PROTECTED A		NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A		NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B		NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B		NATO DIFFUSION RESTREINTE		PROTÉGÉ B	
PROTECTED C		NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C		NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL		NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL		NATO SECRET		CONFIDENTIEL	
SECRET		COSMIC TOP SECRET		SECRET	
SECRET		COSMIC TRÈS SECRET		SECRET	
TOP SECRET				TOP SECRET	
TRÈS SECRET				TRÈS SECRET	
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)				TRÈS SECRET (SIGINT)	

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité:

No

Yes

N

O



PRODUCTION																				
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?																<input checked="" type="checkbox"/>	No		Yes	
																	<input type="checkbox"/>	Non		Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)																				
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?																				
																	<input checked="" type="checkbox"/>	No		Yes
																	<input type="checkbox"/>	Non		Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?																				
																	<input checked="" type="checkbox"/>	No		Yes
																	<input type="checkbox"/>	Non		Oui

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.



**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category

Catégorie

PROTECTED

PROTÉGÉ

CLASSIFIED CLASSIFIÉ

NATO

COMSEC

A

B

C

CONFIDENTIAL

CONFIDENTIEL

SECRET

TOP

SECRET

TRÈS SECRET

NATO

RESTRICTED

NATO

DIFFUSION

RESTREINTE

NATO

CONFIDENTIAL

NATO

CONFIDENTIEL

NATO

SECRET

COSMIC

TOP

SECRET

COSMIC

TRÈS SECRET

PROTECTED

PROTÉGÉ

CONFIDENTIAL

CONFIDENTIEL

SECRET

TOP

SECRET

TRÈS

SECRET

A

B

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C  
Information /Assets  
Renseignements / Biens  
adfgasdf  
Production  
IT Media /  
Support TI  
IT Link /  
Lien électronique

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.**

No

Yes

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

No

Yes