


<div>  <div>Public Works and Government Services Canada</div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.W0114-11P027/A		Part - Partie 1 of - de 2	
						See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Del. Offered Liv. offerte
1	Rock and Stone Crushing Services	W0114	W0114	1	Each	\$	See Herein

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, 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 Requirement, the Basis of Payment, the Vehicle List and the Procedures to follow with a Chemical Agent Resistant Coating (CARC) system.

2. Summary

- a) CFB Kingston, Kingston Ontario requires a Regional Individual Standing Offer for concrete and asphalt crushing services.
The period for placing call-ups against the Standing Offer shall be from Date of award to 30 April 2013 with (1) one option year
- b) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement, the Canada - Columbia Free Trade Agreement, and the Canada - Chile FreeTrade Agreement.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> *Manual issued by Public Works and Government Services Canada.*

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

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) 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.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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 Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (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

(<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 Annex B, Basis of Payment. The total amount of 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 _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Each offer received will be examined to determine that it meets the Mandatory Requirements as listed. Offers which fail to meet any of the Mandatory Requirements will be considered non-responsive and will be given no further consideration. The offers which meet the Mandatory Requirements will proceed to Financial Evaluation.

- a) Bidders must provide pricing for all items as listed in Annex "B".

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The evaluated price will be determined by multiplying the unit price per Standing Offer Period by the annual estimated usage. The extended prices will then be added together to achieve the total evaluated price for the duration of the Standing Offer

2. Basis of Selection

- 2.1 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. 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.

1.1 Federal Contractors Program - Certification over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of noncompliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under *the Employment Equity Act, S.C. 1995, c. 44*;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Bidder's Procurement Business Number (PBN)

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 30 April 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, from 1 May 2013 to 30 April, 2014 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Chris Emmons
Supply Officer
Public Works and Government Services Canada

Acquisitions Branch
86 Clarence Street
Kingston Ontario

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@pwgsc.gc.ca

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

4.2 Project Authority - To be completed upon Standing Offer issuance.

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

4.3 Offeror's Representative - to be completed by Offeror:

Name: _____
Title: _____
Company Name: _____
Company Address: _____
Company Phone Number: _____
Company Facsimile Number: _____
Company E-Mail: _____

5. Identified Users

The Identified User's authorized to make call-ups against the Standing Offer are:
Department of National Defence, CFB Kingston, Kingston Ontario as detailed in Annex "A"

6. Call-up Procedures

The Identified User will provide the Offeror with a requirement 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 issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specified written authorization of the Identified User.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TWSGC 942, "Call-up against a Standing Offer."

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated : _____

10. Certifications

10.1 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.

11. 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 Ontario.

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment Firm Unit Price(s)

C0207C (2011-05-16) Firm Price, Firm Unit Prices (s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B" for a cost of \$ _____ amount will be inserted at contract award). Customand Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual Clause C6000C Limitation of Price 2011-05-16

4.3 SACC Clause by Reference:

SACC Manual Clause H1000C Single Payment 2008-05-12

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

Payment will only be made upon submission of a satisfactory invoice duly supported by documents requested under the Standing Offer and the applicable call-up. Invoices shall be submitted on the Offeror's own invoice format shall include:

- (a) the call-up number;
- (b) the amount invoiced (exclusive of HST);
- (c) the amount of HST;
- (d) the date;
- (e) the name and address of the client department;
- (f) the quantity and description;
- (g) the Standing Offer Number;
- (h) the financial codes as shown on DSS 942 Call-up document;
- (i) the Procurement Business Number.

The original and two (2) copies of each invoice shall be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

6. Insurance Requirement

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" STATEMENT OF WORK

1.1 Description of Work

.1 Work of this Standing Offer comprises the furnishing of all labour, materials, equipment and transportation for a concrete /asphalt crusher on an "as required basis at CFB Kingston, Kingston Ontario.

1.2 Workmanship

- .1 All work shall be performed by tradespeople holding a certificate of qualification (Compulsory/Voluntary) or a registered apprentice for the applicable trade in the Province of Ontario.
- .2 Contractor shall submit copies of these qualifications to the Technical Authority prior to start of Contract or upon request at any time.
- .3 Work shall be carried out in accordance with the manufacturer's service manual and any code of Federal, Provincial or local application provided that in any case of conflict or discrepancy, more stringent requirements shall apply.

PART 2 - PRODUCTS

2.1 Material

- .1 Materials and parts used shall be those specified by the manufacturer of the equipment or an approved alternate.
- .2 If, in an emergency, the Contractor installs parts other than those specified, he shall replace them with specified parts before claiming payment but no claim for other than specified parts shall be made.
- .3 All replacement parts or materials not under warranty, whether serviceable or unserviceable, shall be returned to the Technical Authority on completion of work. The Technical Authority shall acknowledge receipt on the Contractor's copy of the PWGSC-TPSGC 942.
- .4 The supply of equipment manufacturers recommended lubricants.
- .5 The Contractor shall not remove any DND material or equipment from the job site without permission from the Technical Authority.

2.2 Manufacturers Instructions

- 1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 Notify the Technical Authority in writing of any conflict between these specifications and manufacturer's instructions. The Technical Authority shall designate which document is to be followed.

PART 3 - EXECUTION**3.1 Service Calls**

- .1 The Contractor shall provide service when requested five (5) days per week, Monday to Friday, except holidays. Regular hours are from 07:30 a.m. to 4:00 p.m.
- .2 The Contractor shall advise the Technical Authority of the telephone number at which the Contractor's representative(s) may be contacted.
- .3 The Contractor shall not refuse any call for service requested by the Technical Authority and shall carry out the service as indicated:
 - .1 respond to the work requirements within twenty-four (24) hours of receipt of call.
- .4 The Contractor shall complete all work to the satisfaction of the Technical Authority.

3.2 Authorization

- .1 The Contractor, on receipt of a Contract for this work, shall be advised by the Technical Authority, in writing, of the name of personnel who are authorized to request service.
- .2 When service is required, the Technical Authority representative shall notify the Contractor by telephone, telex, facsimile or by other means.
- .3 PWGSC-TPSGC 942 "Call-up Against a Standing Offer" shall be made out detailing the work submitted to the Contractor. The Contractor shall pick these PWGSC-TPSGC 942's up at Contract's Inspection, 6 Moro Street (H36), McNaughton Barracks, CFB Kingston.
- .4 The Serviceperson or Contractor's representative(s) must report back to the Technical Authority. All work is subject to an on-site inspection for certification.

-
- 3.3 Estimates**
- .1 Written estimates for work shall be submitted by the Contractor to the Technical Authority for budget costing and approval before work can commence. Estimates shall be broken down showing labour, materials, equipment and transportation costs.
- 3.4 Invoicing**
- .1 Invoices are to be submitted by the Contractor to the Technical Authority filled out showing actual hours worked and materials, equipment and transportation used upon completion of the service.
- 3.5 Work Schedule**
- .1 On receipt of a request for services, Contractor shall submit a schedule for the work indicating the sequence and time of carrying out work within the required completion time requested by the Technical Authority.
- .2 When the schedule has been approved by the Technical Authority, Contractor shall take necessary measures to complete work within the scheduled time. Do not change schedule without Technical Authority approval.
- 3.6 Temporary Facilities**
- .1 The Contractor shall furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, etc., as may be required for the proper execution of the work.
- .2 Use of Department of National Defence (DND) property:
- .1 Contractor, sub-contractor(s) and all personnel performing work of this Contract shall not use any tools, equipment, materials, buildings, structures or any other property owned, rented or leased by DND unless authorized in writing by the Technical Authority.
- .3 For the purposes of this Contract temporary electrical power and water may be provided, free of charge, subject to DND requirements and approval of the Technical Authority. Contractor shall make all electrical power and water service connections to work site, to the satisfaction of the Technical Authority, and at no additional cost to the Crown.
- .4 Contractor shall disconnect and remove from work site all temporary equipment, electrical power and water service connections, restore all damaged existing/new buildings, property and/or services to the satisfaction of the Technical Authority, and at no additional cost to the Crown.

3.7 Use of Facilities

- . 1 Contractor shall take all necessary precautions to protect and prevent damage to any structures and all surrounding property and installations. Damage caused by the Contractor shall be repaired or replaced using new products to match existing without undue delay to the complete satisfaction of the Technical Authority, and at no additional cost to the Crown.
- .2 Contractor shall confine apparatus and operation of workers to limits as directed by the Technical Authority.

3.8 Building Smoking Environment

- . 1 Comply with NO-SMOKING policy in all DND Buildings.

3.9 Construction Safety Measures

- . 1 Observe construction safety measures of National Building Code of Canada (NBCC) - Part 8, Canada Labour Code, Ontario Health and Safety Act & Regulations, Workplace Safety and Insurance Board (WSIB) and municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- .2 The Contractor shall provide any required equipment, materials or safety devices in order to follow specific safe work practices:
 - .1 Contractor shall ensure equipment and safety devices are properly maintained and used according to manufacturer's or designer's instructions.
- .3 Contractor is responsible for ensuring all Contractor's personnel have the necessary Canadian Standards Association (CSA) approved protective devices required to perform all work safely and that employees are trained on the Personal Protective Equipment (PPE).
- .4 Contractor and Contractor's On-site Supervisor must be able to recognize hazards on site and implement appropriate measure to eliminate or control those hazards.
- .5 Contractor and all Contractor's personnel are required to wear CSA approved protective head gear and safety footwear.
 - .1 All personnel are required to maintain PPE in good condition and free from defects.
- .6 Where particular materials, equipment, protective devices, or safe work practices are required, Contractor must ensure that affected workers comply with the requirements and use materials and equipment properly.

3.10 Environmental

- . 1 Contractors shall comply with all Federal, Provincial or Municipal regulatory requirements and guidelines for environmental protection.

- .2 The work site is subject to inspection by the Base Environmental Officer (B Env O) or designated personnel without prior notice.
- 3.11 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 Technical Authority on delivery of materials.
- 3.12 Fire Safety Requirements**
- .1 Fire Department Briefing:
- .1 Technical Authority shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief (BFC) or BFC designated personnel before any work is commenced.
- .2 Reporting Fires:
- .1 Know the location of nearest fire alarm pull station and telephone, in an emergency telephone number (911).;
- .2 Report immediately all fire incidents to the Kingston Fire Department as follows:
- .1 activate nearest fire alarm pull station; or
- .2 telephone - 911.;
- .3 Person activating fire alarm pull station or reporting a fire via telephone shall remain near the main entrance to the building 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/or street address and be prepared to verify location.;
- .5 Report all fire incidents to the BFC (613) 541-5010 Ext 5400.
- .3 Interior and Exterior Fire Protection and Alarm Systems:
- .1 Fire protection and alarm systems shall not be:
- .1 obstructed;
- .2 shut-off; and
- .3 left inactive at the end of a working day or shift without authorization from the BFC or BFC designated personnel.;
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire-fighting purposes unless authorized by the BFC of BFC designated personnel.
- .4 Fire Extinguishers:
- .1 Supply serviceable fire extinguishers, as scaled by the BFC or BFC designated personnel, necessary to protect, the work in progress and the Contractor's physical plant on site.

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- .5 Blockage of Roadways:
- .1 Advise the BFC or BFC designated personnel of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, erecting of barricades and the digging of trenches.
- .6 Smoking Precautions:
- .1 Observe at all times smoking regulations.
- .7 Rubbish and Waste Materials:
- .1 Rubbish and waste materials are to be kept to a minimum.;
- .2 The burning of rubbish and waste materials is prohibited.;
- .3 Removal:
- .1 Remove all rubbish and waste materials from the work site at the end of the work day or shift or as directed.;
- .4 Storage:
- .1 Store all oily waste in approved receptacles to ensure maximum cleanliness and safety.;
- .2 Deposit all greasy or oily rags and materials subject to spontaneous combustion in an approved receptacles and remove as required in 3.12.8.
- .8 Flammable and Combustible Liquids:
- .1 The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.;
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha shall be kept for ready use in quantities not exceeding 45 litres provided that they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes, requires the permission of the BFC or BFC designated personnel.;
- .3 Transfer of flammable and combustible liquids is prohibited within buildings.;
- .4 Transfer of flammable and combustible liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.;
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.;
- .6 Flammable and combustible waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.
- .9 Hazardous Substances:
- .1 Work entailing the use of toxic or hazardous materials, chemicals and/or explosives, otherwise creates a hazard to life, safety or health, shall be in accordance with the current National Fire Code of Canada.;
- .2 Obtain from the BFC or BFC designated personnel a "Permit" for work involving construction heaters, welding, cutting and soldering,

the use of acetylene, oxy-acetylene, gas operated equipment (i.e. saws, etc), propane and blow torches, in buildings or facilities.;

.3 When work is carried out in dangerous or hazardous areas involving use of heat, provide fire-watchers, equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with the level of protection necessary for fire-watch is at the discretion of the BFC or BFC designated personnel. Contractors are responsible for providing fire-watch service for work on a scale established and in conjunction with the BFC or BFC designated personnel at the pre-work meeting.;

.4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The BFC or BFC designated personnel is to be informed prior to and at the cessation of such work.

.10 Questions and/or Clarification:

.1 Direct any questions or clarification on Fire Safety in addition to the above requirements to the BFC or BFC designated personnel.

.11 Fire Inspection:

.1 Site inspections by the BFC or BFC designated personnel shall be co-ordinated through the Technical Authority.;

.2 Allow the BFC or BFC designated personnel unrestricted access to the work site.;

.3 Co-operate with the BFC or BFC designated personnel during routine fire safety inspections of the work site.;

.4 Immediately remedy all unsafe fire situations observed by the BFC or BFC designated personnel.

3.13 Cleaning and Completion

.1 Conduct cleaning and disposal operations in accordance with all Federal, Provincial or Municipal regulatory requirements and guidelines for environmental protection.

.2 The Contractor shall keep the site of the work tidy at all times, debris shall not be allowed to accumulate.

.3 Remove excess materials, debris and spoils, plant and equipment and leave all areas of work clean to the satisfaction of the Technical Authority.

Equipment Rental

The concrete/asphalt crusher plant set-up shall be according to the following characteristics but not limited to:

- 1 Be portable (mounted on wheels or track), with necessary power to run all required equipment.;
- 2 Be equipped with grapple or Contractor to supply other means of loading material into the crushing plant.
- 3 Be equipped with a hydraulic jack hammer on the crushing plant for large material that does not fit in the hopper.
- 4 Be equipped with rear discharge conveyor to stockpile material from concrete/asphalt crusher. An additional conveyor belt with weight scale is to be used for calculating finished product.
- 5 Stacking conveyor to be equipped with scales as per OPSS 102. Conveyor scales to be tested once every two (2) weeks.;
- 6 Be equipped with a magnetic device for removal of metal products (ie. reinforcing rods, metal post bars, etc.).

Work Required

The purpose of this call up is to crush concrete and asphalt and remove most metal components (85%) from this material.

Finished Product

The gradation of the finished product of processed concrete and asphalt shall conform to the Ontario Provincial Standard Specification (OPSS) 1010 "Material Specification for Aggregates A, B, M and Select Subgrade Material" Table 2 Granular "A" & "B":

- 1 The Contractor is responsible to stockpile the crushed material in an elongated conical shape. Efforts must be taken in the stockpiling methods to minimize segregation in the finished product.
- 2 The maximum allowable size for crushed concrete shall be 76 mm (3") and meet Type 2 Granular "B" specifications.
- 3 The maximum allowable size for crushed asphalt shall be 22 mm (7/8") and meet Granular "A" specifications.
- 4 Operations shall be halted if the wind speed and direction create environmental hazards.

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Annex B Basis of Payment

Price proposals shall be all-inclusive and will be evaluated in Canadian Dollars. GST, when applicable, is not to be included in the pricing but will be included in the total cost of the contract and is to be shown as a separate item on all invoices.

Charges for service rendered shall be calculated as follows:

Net price per tonne, including all costs associated with going to and setting up on site, tear down and return to Contractor's facility, as well as remedial cleanup and reclamation (use of extra equipment such as an excavator with hammer to handle oversized pieces of concrete, excavator with grapple to sort and separate all foreign materials which are to be placed in bins provided and disposed of by CFB Kingston.

1. For the period effective from Date of Award to 30 April 2013

	Estimated Usage	Unit Price
Asphalt Crushing (Pieces greater than 2 ½ ft)	5.4 tonnes	\$_____/tonne
Concrete Crushing (Pieces greater than 2 ½ ft) .	1.5 tonnes	\$_____/tonne
Asphalt Crushing (Pieces less than or equal to 2 ½ ft)	5.4 tonnes	\$_____/tonne
Concrete Crushing (Pieces less than or equal to 2 ½ ft)	1.5 tonnes	\$_____/tonne

2. For the period effective 01 April 2012 to 30 April 2014

Asphalt Crushing (Pieces greater than 2 ½ ft)	5.4 tonnes	\$_____/tonne
Concrete Crushing (Pieces greater than 2 ½ ft) .	1.5 tonnes	\$_____/tonne
Asphalt Crushing (Pieces less than or equal to 2 ½ ft)	5.4 tonnes	\$_____/tonne
Concrete Crushing (Pieces less than or equal to 2 ½ ft)	1.5 tonnes	\$_____/tonne

Annex “C” Insurance Requirements

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

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- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection

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- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Annex "D"

Standing Offer Reporting Form

Standing Offer		(Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Numb er	Work Description	Item Qty	Date of Order	Date of Delivery	Value of Order (not including GST)

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