

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, Room 219
800, rue Burrard, pièce 219
Vancouver
British C
V6Z 0B9

Title - Sujet RISO - Asphalt Repairs	
Solicitation No. - N° de l'invitation W0133-13D004/A	Date 2014-04-08
Client Reference No. - N° de référence du client W0133-13D004	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-011-7233
File No. - N° de dossier PWY-3-36179 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-01	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Anderson, Elaine PWY	Buyer Id - Id de l'acheteur pwy011
Telephone No. - N° de téléphone (250)363-3298 ()	FAX No. - N° de FAX (250)363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DND - Canadian Forces Base Comox - Lazo, BC	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W0133-13D004/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-3-36179

Buyer ID - Id de l'acheteur

pw011

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

W0133-13D004

CCC No./N° CCC - FMS No/ N° VME

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex 6. (Completed certificate is NOT required at offer closing).

R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the Fair Wages and Hours of Labour Act, R2940D clause is canceled for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

The "Code of Conduct" is replaced with "Integrity Provision" and some modifications to the clause were done. See GI0.

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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 (1) Standing Offer, for a period of approx. 3 years. The total dollar value of the Standing Offer is estimated to be \$500,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$55,000.00 (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 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section GI01 Integrity Provisions - Offer of General Instructions to Offerors - Construction Services. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 OFFER DOCUMENTS

1. The following are the offer documents:
 - a. Request for Standing Offer - Page 1;
 - b. Special Instructions to Offerors;
 - c. General Instructions to Offeror's- Construction Services
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

SI04 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.

SI05 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.

SI06 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.

SI07 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.

SI08 SITE VISIT - Not applicable

SI09 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.

SI10 OFFER VALIDITY PERIOD

- 1) The offer cannot be withdrawn for the period of [60] days following the RFSO closing date.

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- 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 2) of SI10 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 2) of SI10 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".

SI11 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:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/>

PWGSC, Industrial Security <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/contexte-context-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)
<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS - CONSTRUCTION SERVICES (GI)

GI01 (2014-03-01) Integrity Provisions - Offer

1. Offerors must comply with the *Code of Conduct for Procurement*. In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.

2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.

3. Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's Affiliates if:

- a. directly or indirectly 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 acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that the Offeror provide properly completed and signed consent forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.

5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.

6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.

9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:

a. 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, or

b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or

c. section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or

d. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal

financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or

e. section 239 (False or deceptive statements) of the Income Tax Act, or

f. section 327 (False or deceptive statements) of the Excise Tax Act, or

g. section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Corruption of Foreign Public Officials Act, or

h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

The Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

GI02 (2014-03-01) Completion of Offer

1. The offer shall be

- a. submitted on the Price proposal form;
- b. based on the Offer Documents listed in the Special Instructions to Offerors;
- c. correctly completed in all respects;
- d. signed by a duly authorized representative of the Offeror; and
- e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.

2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may 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 initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.

4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party

GI03 (2007-05-25) 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 (2013-04-25) APPLICABLE TAXES

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 (2007-05-25) CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

1. For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. 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 (2010-01-11) 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 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. 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.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror

GI08 (2011-05-16) 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 should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may 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 (2013-04-25) REJECTION OF OFFER

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work 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 its offer;
 - 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 Canada

i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or

ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.

3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI09, Canada may consider, but not be limited to, such matters as:

- a. the quality of workmanship in performing the Work;
- b. the timeliness of completion of the Work;
- c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
- d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.

4. Without limiting the generality of paragraphs 1., 2. and 3. of GI09, Canada may reject any offer based on an unfavourable assessment of the

a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and

c. Offeror's performance on other contracts.

5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. of GI09, other than subparagraph 2.a. of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other offerors.

GI10 (2010-01-11) 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 (2012-07-16) PROCUREMENT BUSINESS NUMBER

1. Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. 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 (2013-04-25) 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, an 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 (2010-01-11) 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 (2010-01-11) 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 (2011-05-16) 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 date of Standing Offer to 30 April, 2017.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$55,00000 (Applicable Taxes 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.

SOP05 STANDING OFFER RESPONSIBLESStanding Offer Contracting Authority is :

Name : Elaine Anderson
 Title : Supply Specialist
 Department : Public Works and Government Services Canada
 Division : Real Property Contracting
 Telephone : (250)363-3298
 e-mail : Elaine.Anderson@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority he is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is :

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

Name : _____
 Title : _____
 Department : _____
 Division : _____
 Telephone : ____ - ____ - _____
 e-mail : _____

The selected contractor for the standing offer is :

Solicitation No. - N° de l'invitation

W0133-13D004/A

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

W0133-13D004

PWY-3-36179

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)**SC03 INSURANCE TERMS****1) Insurance Contracts**

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

(b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

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

(b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

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

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

4) Insurance Proceeds

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

5) Deductible

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

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1) 1. The following are the "call up" contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions - Construction Services	R2810D	(2014-03-01);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	N/A		
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date 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) The language of the contract documents is the language of the Price Proposal Form submitted.

W0133-13D004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwy011

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

W0133-13D004

File No. - N° du dossier

PWY-3-36179

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE OFFEROR.

NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX 2 - SCOPE OF WORK

**DEPARTMENT OF NATIONAL DEFENCE
SPECIFICATION
ASPHALT REPAIRS
CANADIAN FORCES BASE COMOX
LAZO, B.C.**

STANDING OFFER AGREEMENT**DATE: 18 September 2013**

<u>SECTION</u>	<u>DESCRIPTION</u>
01001	Scope of work
01005	General Instructions
01545	Safety Requirements
01546	Fire Safety Requirements
01600	Material and Cleaning
01710	Cleaning
02552	Hot Mix Asphalt

SECTION 01001 SCOPE OF WORK**Description of Work**

Work covered by this contract includes, the following:

- .1 Grading and rolling the existing base.
- .2 Replace unsuitable sub base with compacted pit run.
- .3 Place compacted crushed gravel 75 mm thick.
- .4 Asphalt plant mix.
- .5 Grading of shoulders and placing gravel.
- .6 Placing Asphalt by spreader, minimum thickness 50mm.
- .7 Remove existing deteriorated asphalt from DND property.

SECTION 01005 GENERAL INSTRUCTIONS**1. GENERAL**

PWGSC contract documents shall be read in conjunction with this specification and shall govern all phases hereinafter.

2. SECURITY REQUIREMENTS.

a. Personnel **MAY NOT HAVE ACCESS** to sensitive (Classified/Designated) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

3. DEFINITION "The Engineer".

The Engineer is defined as the Wing Construction Engineering Officer or his representative.

4 Codes

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

b. Meet or exceed requirements of:

1. Contract documents,
2. Specified standards, codes and referenced documents.

5.. Documents Required

a. Maintain at job site, one copy each of following:

1. Contract drawings.
2. Specifications.
3. Addenda.
4. Change orders.
5. Other modifications to Contract.
6. Field test reports.
7. Copy of approved work schedule.
8. Manufacturers' installation and application instructions.

6 Work Schedule

a. Work shall be scheduled as and when requested, written out on a PWGSC Call Up Form 942. No work shall be performed without being in procession of a said form.

b. Provide within 10 working days after Contract award, schedule showing anticipated progress stages and final completion of work within time period required by Contract documents.

c. Inspection of work progress based on schedule will be conducted by Engineer and schedule updated by Contractor in conjunction with and to approval of Engineer.

d. Base hours of work are Monday to Friday from 0730 to 1530 hours.

7. Contractor's Use of Site

a. Use of site: limited to following areas for work and storage areas only..

b. Do not unreasonably encumber site with materials or equipment. All materials and equipment shall be removed daily if required.

c. Move stored products or equipment which interferes with operations of Engineer or other contractors.

d. Obtain and pay for use of additional storage or work areas, needed for operations.

8. Project Meetings

a. Engineer will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

9. Setting Out of Work

a. Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.

b. Provide devices needed to lay out and construct work.

c. Supply such devices as straight edges and templates required to facilitate Engineer's inspection of work.

10. Cutting, Fitting and Patching

a. Execute cutting, fitting and patching required to make work fit properly.

b. Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

c. Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.

11. Existing Services

a. Where Work involves breaking into or connecting to existing services, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic.

b. Before commencing work, establish location and extent of service lines in area of Work and notify Engineer of findings.

c. Submit schedule to and obtain approval from Engineer for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.

d. Where unknown services are encountered, immediately advise Engineer and confirm findings in writing.

e. Record locations of maintained, re-routed and abandoned service lines.

12. Additional Drawings

Engineer may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

13. Quotations and Invoices

All estimates, quotations and their respective invoices shall reflect the terms and conditions of this SOA.

The original invoice and one copy is required for each PWGSC 942 Form issued, made out to the Department of National Defence, Wing Commander, Construction Engineering, 19 Wing Comox, Lazo, BC V0R 2K0, and shall contain the following information:-

- | | |
|------------------------------|-----------------------------|
| a. GST. Registration Number. | b. Date started. |
| c. Date finished. | d. Acquisition Number. |
| e. Description Number. | f. Operators hours. |
| g. Helpers hours. | h. Material plus % mark up. |
| i. Sub Total. | g. GST. |
| k. Total. | |

SECTION 01545 SAFETY REQUIREMENTS

1. Construction Safety Measures

a. Observe construction safety measures of National Building Code, Provincial Government, Workmen's Compensation Board and municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

2. Overloading

a. Ensure no part of Work is subjected to loading that will endanger its safety or will cause permanent deformation.

SECTION 01546 FIRE SAFETY REQUIREMENTS

1. Fire Safety Plan

a. Contractors and their personnel will be familiar with this section and its requirements.

2. Fire Department Briefing

a. The Construction Project Managers 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

a. Know the location of nearest fire alarm box and telephone, including the emergency phone number.

b. Report immediately all fire incidents to the Fire Department as follows:

1. Activate nearest fire alarm box, or
2. Telephone.

c. Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.

d. 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

a. Fire protection and alarm systems shall not be:

1. Obstructed.
2. Shut-off.
3. Left inactive at the end of a working day or shift without notification and

authorization from the Fire Chief or his representative.

b. Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.

5 Fire Extinguishers

a. The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.

6. Blockage of Roadways

a. The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

7. Smoking Precautions

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

8. Hazardous Substances

a. If the work entails the use of 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.

b. The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.

c. Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers 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.

d. 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 Fire Chief is to be informed prior to and at the cessation of such work.

9. Flammable Liquids

- a. The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- b. Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided 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 liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
- c. Transfer of flammable liquids is prohibited within buildings or on jetties.
- d. Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.
- e. Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- f. Flammable 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.

10. Rubbish and Waste Materials

- a. Rubbish and waste materials are to be kept to a minimum.
- b. The burning of rubbish is prohibited unless approved by the Fire Chief.

11. Questions and/or Clarification

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

SECTION 01600 MATERIALS AND EQUIPMENT**1 General**

- a. Use new material and equipment unless otherwise specified.
- b. Within 7 days of written request by Engineer, submit following information for materials and equipment proposed for supply:
 - 1. Name and address of manufacturer,
 - 2. Trade name, model and catalogue number,
 - 3. Performance, descriptive and test data,
 - 4. Manufacturer's installation or application instructions,
 - 5. Evidence of arrangements to procure.
- c. Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- d. Use products of one manufacturer for material and equipment of same type or classification unless otherwise specified.

2. Manufacturers Instructions

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

3. Delivery and Storage

- a. Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.
- b. Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment
- c. Store material and equipment in accordance with manufactures instructions.

4. Acceptability of Materials

- a. All and only "acceptable" materials, as defined by Construction Materials Board Form 1 are eligible for use in this project.
- b. Construction Materials Board schedules apply only when CMB schedule numbers appear in specification. When no CMB schedule number appears, then CMB schedules do not apply. When CMB schedules are quoted and specifications ask for additional requirements, the specification shall govern.

5. Conformance

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

6. Construction Equipment and Plant

- a. On request, prove to the satisfaction of Engineer that the construction equipment and plant are adequate to manufacture, transport, place and finish work to quality and production rates specified. If inadequate, replace or provide additional equipment or plant as directed.
- b. Maintain construction equipment and plant in good operating order.

SECTION 01710 CLEANING**1. General**

- a. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- b. Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- c. Prevent accumulation of waste creating hazardous conditions.

2. Materials

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

3. Cleaning During Construction

- a. Maintain the work, at least on a daily basis free from accumulations of waste material and debris.
- b. Provide on-site dump containers for collection of waste materials, and debris.
- c. Remove waste materials, and debris from site.

4. Final Cleaning

- a. In preparation for acceptance of the project on an interim or final certificate of completion perform final cleaning.
- b. Broom clean paved surfaces; rake clean other surfaces of grounds.

5. Rubbish and Waste Materials

- a. All rubbish shall be removed from the work site at the end of the workday or shift or as directed.
- b. All work areas shall be left clean and tidy at the completion of each days work. All scrap materials, debris, empty can etc., shall be removed from the confines of DND property.

c. If a requirement arises for disposal of waste materials in a sanitary landfill, the current tipping price shall be invoiced complete with the weigh scale voucher. Only upon receipt of the weigh scale voucher shall tipping fees be paid.

DND WILL NOT ACCEPT PENALTIES FOR RECYCLABLE MATERIALS.

SECTION 02552 HOT MIX ASPHALT

PART 1 - GENERAL

1. Supply of Materials

a. Contractor will supply required asphalt delivered to job site by truck.

PART 2 - PRODUCTS

2. Materials

a. Bituminous Binder

1. The bituminous binder as selected by the Engineer shall, unless otherwise specified in the Special Specifications, conform to the Specifications for Asphalt Cement – Paving Grades as set forth under Section 6 of the Asphalt Institute Specification Bituminous Material. The tack coat shall be SS-1 asphalt emulsion.

b. Material Aggregate

1. The mineral aggregate shall consist of a mixture of approved materials containing any or all of the following constituents: broken stone, crushed or uncrushed gravel, sand, stone screenings and mineral dust.

2. When tested by means of laboratory sieves, the prepared aggregate shall, unless otherwise specified in the Special Specifications, meet the following requirements and be uniformly graded within the limits.

SIEVE SIZE		% PASSING	
19 mm	100	12.7 mm	80-100
9.5 mm	68-86	No. 4	46-68
No. 8	32-50	No. 16	20-40
No. 30	12-30	No. 50	7-22
No. 100	4-12	No. 200	2-8

3. Method of testing mineral aggregate shall be the following: sieve test of mineral aggregate, ASTM Method of Test C136, of the latest revision thereof.

c. Approval of Materials

Prior to use, samples of all materials proposed to be used under these specifications shall be submitted to the Engineer for examination and no material shall be used until it has been approved by the Engineer.

d. Three bin hot asphaltic concrete, plant mix, Asphalt Institute Specification Series No. 1 dated March, 1983.

PART 3 - EXECUTION

3.1 Spreading

a. The material shall be spread in one or more layers, and compacted to 100% of the maximum density obtained in a laboratory following ASTM Test Procedure D698 - 66T Method D

or the latest revision thereof. Compacted, in place, the material shall conform to the required cross section and elevation. No layer shall be spread until the previous course has been approved by the Engineer.

3.2 Moisture Content

a. Where, in the opinion of the Engineer, the crushed gravel does not contain sufficient moisture to ensure maximum compaction, the Engineer may order water to be applied in the quantity and manner as he may direct. All costs of watering and compacting shall be included.

b. The maintenance of the 19 mm crushed gravel shall be the full responsibility of the Contractor and any additional cost of watering, compacting or shaping required to keep the material in the specified condition shall be at the contractor's expense.

3.3 Spreading and Compacting the Mixture

a. The asphalt mixture shall be spread for compaction by either a mechanical spreader of an approved type or such other means necessary to satisfy the job requirements to the line and thickness as specified in the contract documents or as directed by the Engineer. If a mechanical spreader is used, the spreading speed shall not exceed 10 M per minute unless otherwise authorized by the Engineer.

3.4 Shouldering

a. Immediately following the final rolling of the bituminous surface, the shoulders for the surface shall be formed. The material spread alongside the road prior to the application of the primer, or to the spreading of the mixture. The shoulders thus formed, shall be thoroughly compacted by rolling. If the quantity of the material spread alongside the road prior to the application of the primer or prior to the spreading of the mixture is found to be insufficient for the correct shaping of the shoulder, then the extra quantity of new material required shall be supplied as may be directed by the Engineer. New material supplied shall be of such quality and grading as directed by the Engineer.

END

APPENDIX 3 - PRICE PROPOSAL FORM

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.

4. PRICES

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

4.1 Unit Price Schedules - Rates

A) Years 1 & 2

Item	Class of Labour, material or plant	Unit	Estimated Quantity	Unit Price	Estimated total price
1	Pit Run gravel (material only)	M3	500	\$	\$
2	Nineteen (19) mm crushed gravel (material only)	M3	500	\$	\$
3	Fifty (50) mm of HMAc machine placed per metric tonne				
	0-25 tonnes	tonnes	50	\$	\$
	26 to 100 tonnes	tonnes	350	\$	\$
	101 to 250 tonnes	tonnes	100	\$	\$
	Over 250 tonnes	tonnes	1	\$	\$
4	Fifty (50) mm of HMAc hand placed per metric tonne				
	0-5 tonnes	tonnes	100	\$	\$
	6 to 15 tonnes	tonnes	100	\$	\$
	Over 15 tonnes	tonnes	100	\$	\$
5	Cast in place curb asphalt	Lineal m.	2000	\$	\$
6	Cast in place curb concrete	Lineal m.	1000	\$	\$
7	Primer (2.11 litre per sq. M. application)	Per litre	100	\$	\$
8	Tack coat SS-1 or SS-1H (0.51 litre per sq. m)	Per litre	100	\$	\$
9	Supervisor	Per hour	100	\$	\$
10	Labourer	Per hour	200	\$	\$
11	Operator	Per hour	100	\$	\$
	Equipment with operator				
12	Excavator	Per hour	1	\$	\$
13	Grader	Per hour	75	\$	\$
14	Bobcat	Per hour	50	\$	\$
15	Roller	Per hour	50	\$	\$
16	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. \$20,000.00 + % mark up =)		\$20,000.00	_____ %	\$
Sub Total A): Estimated Total Amount 1st & 2nd Years GST/HST Extra					\$

B) Year 3

Item	Class of Labour, material or plant	Unit	Estimated Quantity	Unit Price	Estimated total price
1	Pit Run gravel (material only)	M3	250	\$	\$
2	Nineteen (19) mm crushed gravel (material only)	M3	200	\$	\$
3	Fifty (50) mm of HMAC machine placed per metric tonne				
	0-25 tonnes	tonnes	50	\$	\$
	26 to 100 tonnes	tonnes	200	\$	\$
	101 to 250 tonnes	tonnes	50	\$	\$
	Over 250 tonnes	tonnes	1	\$	\$
4	Fifty (50) mm of HMAC hand placed per metric tonne				
	0-5 tonnes	tonnes	50	\$	\$
	6 to 15 tonnes	tonnes	50	\$	\$
	Over 15 tonnes	tonnes	50	\$	\$
5	Cast in place curb asphalt	Lineal m.	1000	\$	\$
6	Cast in place curb concrete	Lineal m.	500	\$	\$
7	Primer (2.11 litre per sq. M. application)	Per litre	50	\$	\$
8	Tack coat SS-1 or SS-1H (0.51 litre per sq. m)	Per litre	50	\$	\$
9	Supervisor	Per hour	50	\$	\$
10	Labourer	Per hour	100	\$	\$
11	Operator	Per hour	50	\$	\$
	Equipment with operator				
12	Excavator	Per hour	1	\$	\$
13	Grader	Per hour	50	\$	\$
14	Bobcat	Per hour	25	\$	\$
15	Roller	Per hour	25	\$	\$

16	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. \$10,000.00 + % mark up =)	\$10,000.00	_____ %	\$
Sub Total B): Estimated Total Amount 3rd Year GST/HST Extra				\$

Solicitation No. - N° de l'invitation

W0133-13D004/A

Amd. No. - N° de la modif.

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

W0133-13D004

PWY-3-36179

TOTAL EVALUATED PRICE:

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

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

SUPPLIER CONTACTS: The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

NAME	TITLE	TELEPHONE NO.	E-MAIL

Solicitation No. - N° de l'invitation

W0133-13D004/A

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

W0133-13D004

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-3-36179

Buyer ID - Id de l'acheteur

pw011

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 4 - PERIODIC REPORTS

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

Return to:

Name	Phone Number	E-mail

At: Public Works and Government Services
401-1230 Government St.
Victoria, BC V8W 3X4

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.: _____

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work

Asphalt Repair Standing Offer, DND, 19 Wing Comox, Lazo, BC

Contract No.
W0133-13D004

Project No

Name of Insurer, Broker or Agent Address (No., Street) City Province Postal Code

Name of Insured (Contractor) Address (No., Street) City Province Postal Code

Additional Insured

Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable Insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE Page 2 of 2

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	