

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
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
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|---|--|
| Title - Sujet RISO HEAVY EQUIPMENT WITH OPERATOR | |
| Solicitation No. - N° de l'invitation W0133-14D002/A | Date 2014-07-07 |
| Client Reference No. - N° de référence du client W0133-14D002 | GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-240-6509 |
| File No. - N° de dossier VIC-4-37025 (240) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-18 | |
| Time Zone Fuseau horaire Pacific Daylight Saving Time PDT | |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Hogg(VIC), Mike | Buyer Id - Id de l'acheteur vic240 |
| Telephone No. - N° de téléphone (250)363-3916 () | FAX No. - N° de FAX (250)363-3344 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 19 WING COMOX P.O.BOX 1000 STN MAIN LAZO British Columbia V0R2K0 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Security Requirement
3. Summary
4. Communications Notification
5. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer

5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws
14. SACC Manual Clauses
15. Insurance Requirements

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses
7. Inspection and Acceptance

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Pricing / Payment
- Annex C - Insurance Requirements

Solicitation No. - N° de l'invitation

W0133-14D002/A

Amd. No. - N° de la modif.

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VIC-4-37025

Buyer ID - Id de l'acheteur

vic240

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

W0133-14D002

CCC No./N° CCC - FMS No/ N° VME

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
6A, Standing Offer, and
6B, Resulting Contract Clauses; and,

the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 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 Statement of Work , the Basis of Payment and any other annexes.

2. Security Requirement

There is no security requirement associated with this requirement

3. Summary

4. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

5. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

M7035T (2013-07-10) List of Proposed Subcontractors

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 (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 British Columbia.

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 (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (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

Offers will be assessed in accordance with the entire

requirement of the Request for Standing Offers including the technical and financial evaluation criteria specified below.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.2 Financial Evaluation

Financial evaluation will be based on lowest aggregate cost as calculated on the three year estimates provided in Annex "B".

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard

Instructions 2006 . The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is no security associated with this requirement

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.1.1 Supplemental General Conditions

3.2. Standing Offers Reporting

3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed below following:

1. Total number of call-ups for the reporting period (Quarterly);
2. Total dollar value of call-ups for the reporting period;
3. Brief description of the services provided for each Project/Task.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

5. Authorities

5.1 Standing Offer Authority.....

The Standing Offer Authority is:

Mike Hogg

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0133-14D002/A

vic240

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0133-14D002

VIC-4-37025

Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Pacific Region
 401 - 1230 Government Street
 Victoria, British Columbia

Telephone: (250) 363-3916
 Facsimile: (250) 363-0395
 E-mail address: mike.hogg@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Offeror's Representative

Name: _____ *(to be filled in by the bidder)*

Title: _____

Address: _____

Solicitation No. - N° de l'invitation

W0133-14D002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic240

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

W0133-14D002

File No. - N° du dossier

VIC-4-37025

CCC No./N° CCC - FMS No/ N° VME

Telephone: _____

Cell # _____

Facsimile: _____

E-mail address: _____

6. Identified Users

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

7. Call-up Procedures

For services ordered pursuant to this Standing Offer, the Call-up Authority will authorize or confirm using the Call-up instrument listed in article 8.

The Offeror will not accept any call-ups against this Standing Offer from any authority other than the Call-up Authority indicated herein. Call-ups may be made against this Standing Offer for acquisitions to be delivered beyond the period for making call-ups against the Standing Offer provided form PWGSC-TPSGC 942 is submitted to the Offeror during the period for making call-ups against the Standing Offer. All call-ups must reference the Standing Offer serial number shown on page 1 of this Standing Offer.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or electronic document.

9. Limitation of Call-ups

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

10. Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions
- e) the general conditions 2010C (2013-06-27) ;
- f) Annex A, Statement of Work
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements
- i) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

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

12.2 SACC Manual Clauses

M3020C (2010/01/11) Status and Availability of Resources

13. Applicable Laws

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

14. SACC Manual Clauses

| | | |
|--------|--------------|----------------------------------|
| A9062C | (2011/05/16) | Canadian Forces Site Regulations |
| A9068C | (2010/01/11) | Government Site Regulations |
| M3800C | (2006/08/15) | Estimates |

15. Dangerous Goods

1. It is the responsibility of the Contractor to ensure proper labelling and packaging in the supply and shipping of dangerous goods and hazardous products to the Government of Canada.
2. Canada shall not be held liable for any damages caused by improper packaging, labelling or carriage of goods/products.

3. All merchandise labels are to be clearly marked with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

4. Contractors must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, by-laws and acts of Parliament.

16. Insurance Requirements

16.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. 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.

16.2 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 Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the 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.

(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) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under a Call-up, the Contractor shall be paid an amount calculated in accordance with the Basis of Payment specified in Annex B.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are include, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting

Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 Method Of Payment

4.3.1 SACC Manual clause H1008C (2008/05/12) Monthly Payments

4.4 SACC Manual clause C0100C (2010/01/11) Discretionary Audit - Commercial Goods and/or Services

4.5 Payment by Credit Card

The following credit cards are accepted: _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6. Inspection and Acceptance

The Project Authority (or his representative) is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the

Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Solicitation No. - N° de l'invitation

W0133-14D002/A

Amd. No. - N° de la modif.

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VIC-4-37025

Buyer ID - Id de l'acheteur

vic240

CCC No./N° CCC - FMS No/ N° VME

W0133-14D002

ANNEX A

STATEMENT OF WORK

As per attachment

ANNEX B

BASIS OF PRICING/PAYMENT

As per attachment

Annex C Insurance

Commercial General Liability Insurance - G2001C

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.
 - (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.

n.Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

o.All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

p.Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

q.Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

r.Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,

Solicitation No. - N° de l'invitation

W0133-14D002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic240

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

W0133-14D002

File No. - N° du dossier

VIC-4-37025

CCC No./N° CCC - FMS No/ N° VME

Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

HEAVY EQUIPMENT

CANADIAN FORCES BASE COMOX

LAZO, B.C.

STANDING OFFER AGREEMENT

DATE: 05 June 2014

1. GENERAL.

Public Works and Government Services shall be read in conjunction with this specification and shall govern all phases of work hereinafter specified and, or shown on the contract drawings.

The work under this contract comprises the furnishing of all labour, materials, equipment, transportation and supervision required for the provision of "Heavy Equipment" and competent operators on an "as and when required basis" to perform various tasks at Canadian Forces Base, Lazo, BC.

2. F1005D SECURITY REQUIREMENTS.

No security required. Contractor will be escorted if needed for the location of the job site.

3. DEFINITION "The Engineer".

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

4. SCOPE OF WORK.

.a General.

The work under this contract comprises the furnishing of all labour, materials, equipment and supervision required for the provision of "Heavy Equipment" and competent operators on an "as and when required basis" to perform various tasks at Canadian Forces Base, Lazo, BC.

.b Work Included.

Work covered by this contract includes the following, but is not limited to:

- i. Excavating, through various surfaces and materials to a depth of 6 Meters with a minimum of one meter bucket and the back filling and grading of various excavations.
- ii. Dump truck with a capacity of no less than 9.2 Cubic M.

5. Equipment.

.a The heavy equipment requirements for Canadian Forces Base Comox will vary due to different types of work to be done.

.b A price list of the hourly rate of all equipment is required.

.c All of the equipment provided by the contractor must be operated by a certified or licensed, competent, and experienced operator.

d equipment requirements. (All pricing, includes Operators)

I Tandem Truck \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

ii Truck and Pup \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

iii Excavator 200 series \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

with hammer attachment \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

iv 852 Bob Cat with front end bucket \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

v 853 Bob Cat with **grinder attachment**. \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

vi D7E Crawler Tractor. \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

vii 10 Ton Roller. \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

viii 2.7 Cubic Meter Front End Loader \$. \$ _____ per hr. (Year 1)
\$ _____ per hr. (Year 2)
\$ _____ per hr. (Year 3)

| | | |
|------|-------------------------------------|---|
| ix | 5 Cubic Meter Front End Loader. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| x | Excavator 70D. (gun range) | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xi | Excavator with ¾ m. bucket. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xii | Excavator with 200mm. brush cutter. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xiii | RK 150, Soil Screen Unit. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xiv | Stone Slinger. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xv | Grader. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |
| xvi | Hydrovac. | \$ _____ per hr. (Year 1) \$ _____ per hr. (Year 2) \$ _____ per hr. (Year 3) |

| | | |
|---|----------|-------------------|
| xvii Slip Cage (Just the Cage) | \$ _____ | per/day. (Year 1) |
| | \$ _____ | per/wk. |
| | \$ _____ | per/mo. |
| | \$ _____ | per/day. (Year 2) |
| | \$ _____ | per/wk. |
| | \$ _____ | per/mo. |
| | \$ _____ | per/day. (Year 3) |
| | \$ _____ | per/wk. |
| | \$ _____ | per/mo. |
| Xviii Mobilization of transportable equipment | \$ _____ | per hr. (Year 1) |
| | \$ _____ | per hr. (Year 2) |
| | \$ _____ | per hr. (Year 3) |

6. Materials

The materials for the various work required, pit run, crush, top soil,

7. CALL UPS.

The Contractor shall have the equipment and operator available on **24 hours notice**. In case of 19 Wing Emergencies; we require the equipment and operator on **4 hour notice**.

8. AUTHORIZATION OF WORK

Work as and when required will be requested on Requisition Form PWGSC 942, each time services are to be performed. No work shall be performed without being in possession of a work request form (PWGSC 942). All estimated quotations and respective invoices shall justifiably reflect the terms of this Standing Offer Agreement.

9. INVOICES

The original invoice plus a one copy is required for each work requisition form issued; being made out to the Department of National Defence, Wing Commander, Construction Engineering Section, CFB Comox, Lazo BC, V0R 2K0.

10. CONTRACTOR'S RESPONSIBILITIES.

a. Commencing Work.

The contractor shall not commence work without first notifying, and obtaining the approval of, the Engineer. Where work involves several locations, the contractor shall be responsible for giving ample notification to the occupants of his intent to begin work.

Any Sub-Contractors, hired by the primary Contractor, shall be approved by the Engineer before commencing work.

b. Contractor's On Site Supervision.

When required by the Engineer, the Contractor shall provide, at the work site, a full-time, experienced, competent foreman, capable of, and having authority to speak on behalf of the Contractor for routine matters.

c. Excavation.

Prior to commencing any excavation, the contractor shall confirm the location of underground utilities. Utility drawings, if required, will be supplied by the Engineer.

d. Storage and Handling.

The Contractor shall be responsible for storage of his materials and equipment. If a portable storage building or other facility is utilized, site approval must be obtained from the Engineer.

.e Hours of work.

The Contractor shall comply with the hours of work in effect at the site during the period of his contract. Any deviation from these stipulated hours of work shall be approved in writing by the Engineer, or his representative, prior to inception.

.f Stoppage of Work.

If the Contractor is denied access to the site or told to leave the site during a Base Exercise he shall immediately contact the Engineer informing him of this fact and his intent, if warranted stand by charges will apply.

.g Inspection.

The Engineer shall be given ample notice and opportunity to inspect each completed phase of work, e.g., preparation, cutting, excavation, back filling, etc. Work shall not proceed until the preceding phase has been approved. The Contractor shall have a copy of the specification / Scope of Work and any related drawings at the site available at all times.

.h Reporting Deterioration or Damage.

Any damage or deterioration discovered during the contract, but not included in the Scope of Work, shall be reported to the Engineer as soon as practicable.

.i Weather.

The contractor shall ensure that the weather conditions do not inhibit the application and or storage of materials.

.j Codes, Standards and Regulations.

It shall be the Contractor's responsibility to abide by all codes, standards and regulations which may govern and or restrict the manner in which the contract is completed.

.k Construction Safety.

The Contractor shall comply with all applicable Sections of Division B, Part 8, of the NBC (National Building Code), 2005, Safety Measures at Construction and Demolition Sites, and with all other applicable provisions of Federal, Provincial and Municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the site of the work.

.l Protection.

The Contractor shall provide continual protection from his work to personnel, vehicles, equipment or other surrounding facilities by using drop sheets, barricades, warning signs, lights or other protective devices considered necessary by the Engineer.

.m Making Good.

It shall be the responsibility of the Contractor to make good any damage to DND or private property resulting from, or attributable to, his work at his expense.

.n Termination.

Defects in material, unsatisfactory workmanship and unauthorized departures from the specifications, may result in termination of the contract.

.o Clean Up.

All work areas shall be left in clean and tidy at the completion of each days work. All scrap materials, debris, empty cans, etc., shall be removed from the confines of DND property. If a requirement arises for disposal of waste material 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 RECYCABLE MATERIAL
CONTAMINATION IN GENERAL WASTE.**