



Solicitation No. - N° de l'invitation

W0103-146010/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-4-37026

Buyer ID - Id de l'acheteur

vic240

CCC No./N° CCC - FMS No/ N° VME

W0103-146010

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**"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **2. Summary**

Request for Regional Master Standing Offer (RMSO) to provide Heavy Duty Equipment complete with experienced operators, in support of construction projects, repairs on an as and when requested basis. The period of Standing Offer will be for 3 years from the date of award.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **3. Security Requirement**

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

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#### **4. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2014-06-26) 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**

M0019T(2007-05-25) Firm Price and/or Rates

#### **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.

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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 ( 1 hard copies)  
Section II: Financial Offer ( 1 hard copies)  
Section III: Certifications ( 1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

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The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

1. To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:
  - a. Demonstrate compliance with all the mandatory requirements listed in Annex A; and,
  - b. Basis of Payment.
2. Bids not meeting all of the mandatory requirements will be given no further consideration.

#### 1.2 Financial Evaluation

Offerors must complete the applicable table from Annex B - Basis of Payment for EACH ZONE that they wish to bid on.

##### 1.2.2 Evaluation of Price

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

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## 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offers.

### 2.1 Multiple Standing Offers

There are 2 zones in which service will be required. A single vendor could be awarded a standing offer for both zones.

## PART 5 - CERTIFICATIONS

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

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

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 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 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

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

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## 2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D .

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

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

#### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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### **3.2 Periodic Usage Reports - Standing Offers**

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 in Annex C. 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.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

### **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 3 years from the issuance of Standing Offer.

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Mike Hogg**  
Supply Specialist  
Public Works and Government Services Canada  
Pacific Region Acquisitions - Victoria  
Telephone: 250-363-3916  
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 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### **5.3 Offeror's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### **6. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

### **7. Call-up Procedures**

For goods or services ordered pursuant to any resulting Standing Offer, the Call-up Authority will authorize or confirm using one of the Call-up instruments listed below.

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

### **8. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

### **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$60,000.00 CAD (Goods and Services Tax or Harmonized Sales Tax included).

### **10. Financial Limitation**

The total cost to Canada resulting from all 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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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## 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 (2014-06-26) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2014-06-26), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer (*insert date of offer*).

## 12. Certifications

### 12.1 Compliance

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

## 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 (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

## B. RESULTING CONTRACT CLAUSES

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

### 1. Requirement

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2014-06-26) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C General Conditions - Services (Medium Complexity) (2014-06-26) will not apply to payments made by credit cards at point of sale.

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### **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 - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **4.2 Limitation of Price**

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

#### **4.3 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
H1001C (2008-05-12) Multiple Payments

#### **4.4 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be received by the Base Construction Contracts Office, no later than 30 days from date of completion of work.
3. Each invoice must show the breakdown of hours worked, labour, material and HST for each call-out. The rate charged must correspond with the rate quoted on the agreement.
4. When authorized by the Site Authority, on long projects, Contractor may submit interim invoices at end of each month.
5. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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## **6. Insurance**

### **6.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

## **7. SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations

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## ANNEX A

### STATEMENT OF WORK

**Requirement:**

To provide Services of Heavy Duty Equipment including only trained, experienced Operators for the Base Construction Engineering Officer (BCEO), Dept. of National Defence, CFB Esquimalt, Victoria BC on an as and when requested basis.

**Trade:**

The principal trade required to perform the work specified in this agreement is Heavy Duty Equipment and Experienced, Licensed Operators. No subcontracting of the principal trade under this agreement shall be permitted without the express written permission of the Contracting Authority (PWGSC). Permission to subcontract the principal work shall only be considered under exceptional circumstances on a case by case basis.

Note: The Offeror shall not be authorized to subcontract to any contractor holding any part of the same Standing Offer.

**Site of Work:****Zone 1:**

Covers (but not restricted to) the areas of CFB Esquimalt known as Work Point Barracks, Dockyard, Naden, Royal Roads, Albert Head, Patricia Bay, Colwood, Rocky Point, Bay St. Armouries, Vanalman St. Armouries, Belmont Park, Heals Range,

**Work Point Barracks:**

Work Point Barracks:	West of Victoria approx. 5 km via Esquimalt Rd and Head St. South on Head St. approx. 1 K to the gates of Work Point Barracks -Head St. at Lyall.
Dockyard:	West of the Victoria approx. 8 km at the western terminus of Esquimalt Rd. Naden At Admiral's Rd. approx. 1 km north of the junction of Esquimalt Rd. & Admirals Rd.
Royal Roads Military College:	West of Victoria via Highway 1 and 1A to Colwood Corners, approx. 2 km via Sooke Rd. to controlled entrance on the south side of Sooke Rd.
Albert Head:	West and South of Victoria via Highway 1 and 1A, Sooke Rd., Metchosin Rd. and Duke Rd.; follow approx. 1 km in a south direction on Albert Head Rd. to controlled gate entrance.
Pat Bay	North of Victoria via the Pat Bay Highway to McTavish Rd. west to Willingdon Rd.; follow approx. 3 km to Kitty Hawk Rd.
Bay St. Armouries:	715 Bay St. on the corner of Bay and Douglas St., Victoria, BC
Ashton Armouries:	724 Vanalman St. which is east of the junction of Glanford St. and Valalman Avenue, Victoria
BC HMCS Malahat:	20 Huron St. which is west of corner of Dallas Rd. & Huron St. in James Bay.
Colwood	West of Victoria via Highway 1 and 1A to Wilted Rd. Then go left for approx. 112 km to a controlled gate. Belmont Park West of Victoria via Highway 1 and 1A to Ocean Blvd then left for approx. 1 km to Belmont Park.
Rocky Point:	South and west of Victoria via highway 1 and 1A to Sooke Rd. then left at Happy Valley Rd. to Rocky Point Rd. then right to East Sooke Rd. and left to controlled gate.
Heals Range:	Located north of Victoria approx. 7 km north on Blanshard Avenue (Highway 17) to Quadra St. turnoff, then west and north via West Saanich Rd. (Highway 17A) for approx. 5 km to Wallace Drive continue north on Wallace Drive for 2 km to the Range.

**Zone 2:**

Covers (but not restricted to) the areas of CFB.  
( Naniamo and Nanoose).

Nanaimo:	North of Victoria approx 100 km via the Trans Canada Highway
CF Meter/Nanoose:	North of Victoria approx 130 km via the Trans Canada Highway

**Definitions**

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<b>Site Authority:</b>	
<b>Site Authority:</b>	Where it appears in these specifications, shall mean the Base Construction Engineering Officer (BCEO) or an authorized representative of the BCEO. The Authorized Representative will normally be the Contract Co-ordinator or Project OPI who will provide the scope of work and make regular inspections to ensure compliance.
<b>Work:</b>	The furnishing of all labour, materials, equipment and transportation necessary to carry out and properly complete the services to the standards defined elsewhere in these specifications. All work will be on an "As Requested" basis and the details of the requirement will be <u>provided</u> with the request.
<b>Contractor:</b>	Means the individual, partnership, sole proprietorship or corporation executing this agreement.
<b>Emergency Services:</b>	In the event of an emergency, the Contractor may be requested to provide support service within his capability to a capacity over and above the normal requirement of the SOA i.e.: Snow removal support involving substantial overtime and equipment.
<b>Site Authority:</b>	The Site Authority shall have the following rights a) Authority to decide whether any part of the work has been performed to the level of quality specified in the proposed contract b) Authority to question, accept or reject the quality of any labour and/or equipment and material used in the execution of the work c) Authority to define the Contractor's area of responsibilities within the proposed contract
<b>Telephone:</b>	Contractor shall maintain telephone (Manned Continuously) during ordinary working hours (0800 to 1630 hours) Monday to Friday. The Contractor shall also provide an emergency telephone number (or numbers). Use of paging devices is acceptable; however, if undue delays develop in response time to calls, the use of paging devices will be discontinued. Telephone answering machines are not an acceptable substitute for paging or manned telephone service.

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**Fire and Safety:****Fire and Safety:**

Movement around the various sites is subject to the following restrictions: Strict observance of posted speed limits.

Security and safety regulations as laid down by DND. It shall be the responsibility of the Contractor to ensure that all such regulations are strictly adhered to.

Security and safety regulations as laid down by DND. It shall be the responsibility of the Contractor to ensure that all such regulations are strictly adhered to.

CFB Esquimalt is a NON-SMOKING AREA. Smoking restrictions and all other posted signs must be strictly adhered to.

Damage caused through lack of care or observation of fire and safety measures by the Contractor's employees will be assessed against the Contractor.

Parking of vehicles shall be as directed by Base Traffic Control.

Observe and enforce construction safety measures required by Canadian Construction Safety Code, Provincial Government, Workers' Compensation Board and municipal statutes and authorities.

In the event of conflict between any provisions of above authorities the most stringent provisions will apply.

Comply with the requirements of the Base Fire Service.

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

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

Wherever work is being carried out in dangerous or hazardous areas involving the use of heat/fire

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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.

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, blockage of roadways and the digging of trenches.

Do not unreasonably encumber site with materials or equipment.

Move stored products or equipment which interferes with the daily operations within the various sites or other Contractors.

The Contractor shall consult with the Site Authority at least 24 hours prior to commencing the work, except for emergency (8 hour) call-outs.

**Delivery of Services:**

For normal requirements, equipment must be available within eight (8) hours notice. For emergency requirements, equipment must be available within two (2) hours notice. Subcontracting of the principal work shall not be authorized except in an emergency.

**Security:**

If requested the Contractor shall present a list of all employees employed on this contract to the Base Security Officer, CFB Esquimalt.

**Damages:**

All damages resulting from work carried out by the Contractor or his representative shall be rectified by the Contractor upon notification by the Site Authority at no cost to the Crown.

**Standard of Work:**

All work referred to in the contract must be carried out in a first class manner by experienced equipment operators to the complete satisfaction of the Site Authority.

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

**Training:**

Contractor must ensure that all employees assigned to work on DND property have been trained in the safe work procedures as they apply to the equipment required to accomplish the terms and conditions of this Standing Offer.

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**Excavation Permits:**

The Contractor shall not initiate any excavation without a valid, signed excavation Clearance form on site.

**Inspection of Work:**

Site inspection of the area under contract, shall be conducted by the Site Authority. The overall performance and quality of the Contractor's work will be determined by the Site Authority.

**Completion of Work:**

The Contractor shall advise the Engineer or Project Authority within 24 hours on completion of the work.

**Environmental Protection:**

- a. Fire and burning or rubbish on site is not permitted.
- b. Burying of rubbish or waste materials on site is not permitted.
- c. Disposal of waste or volatile materials such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers is prohibited.
- d. Store volatile wastes in covered metal containers and remove from premises daily.

**Hazardous Substances:**

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.

**Cleanup:**

On completion of the work, the Contractor, at his expense, shall remove and dispose of all surplus material, plant tools, equipment and debris and leave the job site in a clean and tidy condition to the satisfaction of the Engineer.

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### Annex "B" – Basis of Payment

Prices are all inclusive for the provision of ALL necessary labour, tools, equipment and materials, transportation, mileage, accommodations and meals. No other charges will be allowed. Hourly rates submitted below do not include applicable taxes. All applicable taxes are extra.

#### ZONE 1 – CFB ESQUIMALT

Equipment List with Operator			Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Subtotal
<b>Hydraulic Excavators</b>						
	<b>Weight</b>	<b>Digging Bucket Size</b>				
Class 7	42,000 to 52,000 lbs. (20 tonnes to 23 tonnes)  Examples: Cat 320, John Deere 200 or 225, Hitachi EX200, Hyundai 210, Kobelco 200 or 210, Komatsu PC200 or Komatsu PC228, Volvo EC210	1 yard	\$	\$	\$	
Compactor Attachment			\$	\$	\$	
Hoe Ram Attachment			\$	\$	\$	
<b>Loader/Backhoe (Rubber Tired)</b>						
	<b>Horse Power</b>	<b>Digging Depth</b>				
Class 1	80 to 100 HP four-in one front bucket	18 feet	\$	\$	\$	
Backhoe for Snow Removal			\$	\$	\$	
Compactor attachment			\$	\$	\$	
Hoe Ram attachment			\$	\$	\$	
4WD			\$	\$	\$	
<b>BOBCATS</b>						
Bobcat	S130 or equivalent		\$	\$	\$	
<b>Wheel Loaders</b>						
	<b>BUCKET SIZE (STRUCK)</b>	<b>HORSE POWER</b>	\$	\$	\$	
Class 2	2 - 2-1/2 yards	90 - 130 HP	\$	\$	\$	
Class 4	3-1/2 - 4 yards	150 - 200 HP	\$	\$	\$	
<b>Mobile &amp; Track Cranes (Hydraulic)</b>						
<b>WEIGHT</b>						
30 tons			\$	\$	\$	
40 tons			\$	\$	\$	
<b>Truck &amp; Combination Units</b>						
<b>Lowbeds &amp; Highboys c/w Tandem Truck</b>	<b>TYPE</b>					

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	40 tonne		\$	\$	\$	
<b>Dump Trucks (Metric tones approx)</b>	<b>TYPE</b>	<b>WEIGHT</b>				
	Tandem and pup	25-27 metric tonnes	\$	\$	\$	
<b>Concrete Pump Truck</b>						
	Boom 60'		\$	\$	\$	
	Boom 100'		\$	\$	\$	
	Boom 120'		\$	\$	\$	
<b>Miscellaneous</b>						
Water truck complete with spray bar			\$	\$	\$	
Salt and Sand Spreader	min 3 cubic yards		\$	\$	\$	
2" & 3" lines			\$	\$	\$	
Consumable Materials	Markup (%)		\$	\$	\$	

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**ZONE 2 – CF METRE NANOOSE BC / NANAIMO BC**

Equipment List with Operator			Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Subtotal
<b>Hydraulic Excavators</b>						
	<b>Weight</b>	<b>Digging Bucket Size</b>				
Class 7	42,000 to 52,000 lbs. (20 tonnes to 23 tonnes)  Examples: Cat 320, John Deere 200 or 225, Hitachi EX200, Hyundai 210, Kobelco 200 or 210, Komatsu PC200 or Komatsu PC228, Volvo EC210	1 yard	\$	\$	\$	
Compactor Attachment			\$	\$	\$	
Hoe Ram Attachment			\$	\$	\$	
<b>Loader/Backhoe (Rubber Tired)</b>						
	<b>Horse Power</b>	<b>Digging Depth</b>				
Class 1	80 to 100 HP four-in one front bucket	18 feet	\$	\$	\$	
Backhoe for Snow Removal			\$	\$	\$	
Compactor attachment			\$	\$	\$	
Hoe Ram attachment			\$	\$	\$	
4WD			\$	\$	\$	
<b>BOBCATS</b>						
Bobcat	S130 or equivalent		\$	\$	\$	
<b>Wheel Loaders</b>						
	<b>BUCKET SIZE (STRUCK)</b>	<b>HORSE POWER</b>	\$	\$	\$	
Class 2	2 - 2-1/2 yards	90 - 130 HP	\$	\$	\$	
Class 4	3-1/2 - 4 yards	150 - 200 HP	\$	\$	\$	
<b>Mobile &amp; Track Cranes (Hydraulic)</b>						
<b>WEIGHT</b>						
30 tons			\$	\$	\$	
40 tons			\$	\$	\$	
<b>Truck &amp; Combination Units</b>						
<b>Lowbeds &amp; Highboys c/w Tandem Truck</b>	<b>TYPE</b>					
	40 tonne		\$	\$	\$	

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<b>Dump Trucks (Metric tones approx)</b>	<b>TYPE</b>	<b>WEIGHT</b>				
	Tandem and pup	25-27 metric tonnes	\$	\$	\$	
<b>Concrete Pump Truck</b>						
Boom 60'			\$	\$	\$	
Boom 100'			\$	\$	\$	
Boom 120'			\$	\$	\$	
<b>Miscellaneous</b>						
Water truck complete with spray bar			\$	\$	\$	
Salt and Sand Spreader	min 3 cubic yards		\$	\$	\$	
2" & 3" lines			\$	\$	\$	
Consumable Materials	Markup (%)		\$	\$	\$	

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**ANNEX "C"**  
**Reporting Requirements**

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

**Reporting Periods**

1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; 4th quarter: January 1 to March 31.

Vendor Name:	
Location:	
Zone:	

Call-up No.	Work site	Identify Equipment or corresponding Identification number	Total Rental Dollar Value	Consumable Materials Dollar Value
<b>Total</b>				

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## Annex D

### Insurance Requirements

#### 1. Commercial General Liability Insurance

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

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

(o) 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 acknowledgment of receipt.

Senior General Counsel,  
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.

## **2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **3. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Type 2: Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Type 2: Contractors Pollution Liability policy must include the following:

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- (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

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Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: 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.
- (d) 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.
- (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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## **Annex E**

### **Security Requirements Check List**