

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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 - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> Heavy Equipment with Operator	
<b>Solicitation No. - N° de l'invitation</b> W2585-141402/A	<b>Date</b> 2014-08-19
<b>Client Reference No. - N° de référence du client</b> W2585-141402	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-102-9124
<b>File No. - N° de dossier</b> WPG-4-37008 (102)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-29</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wiebe, Dallas	<b>Buyer Id - Id de l'acheteur</b> wpg102
<b>Telephone No. - N° de téléphone</b> (204)984-4671 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE DUNDURN DETACHMENT CAMP DUNDURN DUNDURN Saskatchewan S0K1K0 Canada	
<b>Security - Sécurité</b> 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**

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

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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, 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, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

### **2. Summary**

Heavy Equipment with Operator - Dundurn Saskatchewan

The Department of National Defence, Detachment Dundurn, Dundurn, SK has a requirement for the supply of all labour, material, equipment, tools and supervision required to provide heavy construction equipment and operators (with supervision) to various locations throughout Detachment Dundurn for the period from the date of award for a one year period with 2 additional one year options.

Complete requirement is detailed in the Request for Standing Offer document.

### **3. Debriefings**

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

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## 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 (<https://buyandsell.gc.ca/policy-and-guidelines/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 (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.

### 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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament

Retiring Allowances Act , R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### 4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 5. 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 Saskatchewan.

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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.

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## 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 copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Applicable Taxes must be shown separately.

#### **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**

Bidder must be able to provide the services outlined in Annex A.

#### **1.2 Financial Evaluation**

Assessment of this Request for Standing Offer will be based on a lowest aggregate total for Year One, Option Year One, and Option Year Two.

Lowest aggregate total will be calculated according to the following method:

For each line item - Item 1 up to and including Item 12 - the price per hour (a) and the price per week (b) will be added together for Year One and Option Year One and Option Year Two, arriving at the lowest aggregate total.

### **2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a Standing Offer.

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## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

#### **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" 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 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.

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## **PART 6 - INSURANCE REQUIREMENTS**

### **1. 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 C.

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.

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## **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**

There is no security requirement applicable to this Standing Offer.

#### **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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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.

##### **3.2 Standing Offers Reporting**

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, including those paid for by a Government of Canada Acquisition Card.

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

The quarterly reporting periods are defined as follows:

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.

The data must be submitted to the Standing Offer Authority no later than 30 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 against the Standing Offer is from the date of award for a 1 year period.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional 1 year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Dallas Wiebe  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 100-167 Lombard Ave, Winnipeg, MB, R3B 0T6

Telephone: 204-984-4671  
Facsimile: 204-983-7796  
E-mail address: dallas.wiebe@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.

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: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence, Detachment Dundurn.

## 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 \$25,000.00 (Applicable Taxes included).

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00 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 2 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 (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) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_

## 12. Certifications

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting

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contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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 Saskatchewan.

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

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

### **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. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **5. Payment**

#### **5.1 Basis of Payment**

See Annex ``B``

#### **5.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### **5.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

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

The following credit cards are accepted: TBD

### **6. Invoicing Instructions**

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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.

2. Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7. Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **8. SACC Manual Clauses**

A9006C - Defence Contract (2012-07-16)

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

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## ANNEX A - STATEMENT OF WORK

The Department of National Defence, Detachment Dundurn, Dundurn, SK has a requirement for the supply of all labour, material, equipment, tools and supervision required to provide heavy construction equipment and operators with supervision to various locations throughout Detachment Dundurn for the period from the date of award with two additional one year options.

### Requirement

#### 1. Pre-Job Meeting

The successful Contractor will be required to attend a pre-job meeting at Detachment Dundurn prior to the commencement of this Standing Offer. Contact details will be provided at time of Contract award.

#### 2. Completion of Work

Work is to be performed as detailed in the call up document. The completed services will be reviewed by the Construction Engineering Officer or his delegated representative to ensure completion of the work has been achieved.

#### 3. Mandatory documentation

The Contractor will provide copies of the following items within five days upon request from the Contracting Authority. Copies will be required to be provided prior to Standing Offer award.

1. Valid Independent Safety Audit
2. Valid Workers Compensation Coverage
3. Contractor will ensure that they maintain coverage of items 1 and 2 above for the duration of the Standing Offer Agreement. Proof will be provided within five days upon request of the Contracting Authority.
4. A valid driver's license for the operator

#### 4. Authorization for Work

1. The Detachment Construction Engineering Officer (the Engineer) or their delegated representative shall issue a call up on form (PWGSC 942) for each service required before work commences.
2. Prior to commencing work, an estimate cost may be requested by the Engineer in writing except in an emergency.
3. Completed work shall not exceed estimated costs unless approved, in writing, by the Engineer.

#### 5. Pricing

Prices quoted in Annex B, Basis of Payment will include all fuel, oil, lubrication, operator(s), supervision and return travel time required to provide the equipment and services being requested. Equipment being provided will be serviceable, any down time while on site will not be billed.

**ANNEX B - BASIS OF PAYMENT****1. Year One**

	Price per Hour (a)	Price per week (b)
1 – Backhoe (125 hp, 17' depth)	\$ _____ / hr	\$ _____ /wk
2 - 84" Vibratory soil Compactor	\$ _____ / hr	\$ _____ /wk
3 - 84" Shell Kit Compactor Attachment	\$ _____ / hr	\$ _____ /wk
4 - Tandem Axle Dump Truck, (18-20 cu/yd)	\$ _____ / hr	\$ _____ /wk
5 - Skid Loader (45 hp)	\$ _____ / hr	\$ _____ /wk
6 - Front End loader (165 hp, 3 cu/yd bucket)	\$ _____ / hr	\$ _____ /wk
7 - Mounted Rock Breaker/Backhoe	\$ _____ / hr	\$ _____ /wk
8 – Excavator (Depth 21')	\$ _____ / hr	\$ _____ /wk
9 - Road Grader (195 hp)	\$ _____ / hr	\$ _____ /wk
10 – Scraper (288 hp, 14cu/yd, 20 ton all wheel)	\$ _____ / hr	\$ _____ /wk
11 - Water Truck with spray attachment for road work (DND supplies water)	\$ _____ / hr	\$ _____ /wk
12 - Articulated Truck (300+ hp, 20 tons)	\$ _____ / hr	\$ _____ /wk

**2. Option Year One**

	Price per Hour (a)	Price per week (b)
1 – Backhoe (125 hp, 17' depth)	\$ _____ / hr	\$ _____ /wk
2 - 84" Vibratory soil Compactor	\$ _____ / hr	\$ _____ /wk
3 - 84" Shell Kit Compactor Attachment	\$ _____ / hr	\$ _____ /wk
4 - Tandem Axle Dump Truck, (18-20 cu/yd)	\$ _____ / hr	\$ _____ /wk
5 - Skid Loader (45 hp)	\$ _____ / hr	\$ _____ /wk
6 - Front End loader (165 hp, 3 cu/yd bucket)	\$ _____ / hr	\$ _____ /wk
7 - Mounted Rock Breaker/Backhoe	\$ _____ / hr	\$ _____ /wk
8 – Excavator (Depth 21')	\$ _____ / hr	\$ _____ /wk
9 - Road Grader (195 hp)	\$ _____ / hr	\$ _____ /wk
10 – Scraper (288 hp, 14cu/yd, 20 ton all wheel)	\$ _____ / hr	\$ _____ /wk
11 - Water Truck with spray attachment for road work (DND supplies water)	\$ _____ / hr	\$ _____ /wk
12 - Articulated Truck (300+ hp, 20 tons)	\$ _____ / hr	\$ _____ /wk

**3. Option Year Two**

	Price per Hour (a)	Price per week (b)
1 – Backhoe (125 hp, 17' depth)	\$ _____ / hr	\$ _____ /wk
2 - 84" Vibratory soil Compactor	\$ _____ / hr	\$ _____ /wk
3 - 84" Shell Kit Compactor Attachment	\$ _____ / hr	\$ _____ /wk
4 - Tandem Axle Dump Truck, (18-20 cu/yd)	\$ _____ / hr	\$ _____ /wk
5 - Skid Loader (45 hp)	\$ _____ / hr	\$ _____ /wk
6 - Front End loader (165 hp, 3 cu/yd bucket)	\$ _____ / hr	\$ _____ /wk
7 - Mounted Rock Breaker/Backhoe	\$ _____ / hr	\$ _____ /wk
8 – Excavator (Depth 21')	\$ _____ / hr	\$ _____ /wk
9 - Road Grader (195 hp)	\$ _____ / hr	\$ _____ /wk
10 – Scraper (288 hp, 14cu/yd, 20 ton all wheel)	\$ _____ / hr	\$ _____ /wk
11 - Water Truck with spray attachment for road work (DND supplies water)	\$ _____ / hr	\$ _____ /wk
12 - Articulated Truck (300+ hp, 20 tons)	\$ _____ / hr	\$ _____ /wk

**Evaluation Criteria**

Assessment of this Request for Standing Offer will be based on a lowest aggregate total for Year One and Option Year One.

Lowest aggregate total will be calculated according to the following method:

For each line item - Item #1 up to and including Item #12 - the price per hour (a) and the price per week (b) will be added together for Year One, Option Year One, and Option Year 2, arriving at the lowest aggregate total.

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## ANNEX C - 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.

### 2. Automobile Liability Insurance

Solicitation No. - N° de l'invitation

W2585-141402/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37008

Buyer ID - Id de l'acheteur

wpg102

CCC No./N° CCC - FMS No/ N° VME

W2585-141402

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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.