

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656**

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 Supply
and Services Operation
Petawawa Procurement
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Gravel Crushing RISO	
Solicitation No. - N° de l'invitation W0107-14C537/A	Date 2014-10-01
Client Reference No. - N° de référence du client W0107-14CB537	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-903-1283
File No. - N° de dossier PET-4-41018 (903)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-10-23	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Harrington, Mary-Lou	Buyer Id - Id de l'acheteur pet903
Telephone No. - N° de téléphone (613)687-0789 ()	FAX No. - N° de FAX (613)687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence 4 CDSB Engr Svsc Sqn Garrison Petawawa, Bldg S-111 PO Box 9999, Station Main Petawawa, Ontario K8H 2X3	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W0107-14C537/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet903

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

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File No. - N° du dossier

PET-4-41018

CCC No./N° CCC - FMS No/ N° VME

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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 and any other annexes.

2. Summary

To establish a Regional Individual Standing Offer (RISO), for the provision of all tools, labour, materials, equipment and supervision required for gravel crushing, screening, sand stockpiling and hoe ramming at various aggregate pits located at Garrison Petawawa on an "as and when requested" basis.

The period for placing call-ups against the Standing Offer shall be from 01 November 2014 to 31 October 2017.

The requirement is subject to the provisions the Agreement on Internal Trade (AIT).

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.

4. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **Bldg. S-111, Garrison Petawawa, Ontario on October 15, 2014 . The site visit will begin at 10:00, in Room C-114.**

Bidders are requested to communicate with the Contracting Authority no later than 2 days to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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:

name of former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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 five (5) 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.

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 Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (this RFSO document) (one hard copy)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one 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-procurement-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-procurement-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.

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.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

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.

1.1.1 Mandatory Technical Criteria

Should any of the following Mandatory Requirements not be met the offer will be considered as non-compliant and shall not be given any further consideration.

- a) Bidders must provide firm prices in Canadian currency for all items listed in Annex "B" for all pricing periods. The format of the pricing must not be altered except for the provision of the bid price for each item and each year.

1.2 Financial Evaluation

-
- 1.2.1** The bidder's line item prices in Annex "B" are multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all the extended prices, for all years.

2. Basis of Selection

- 2.1** It is the intention of Canada to issue a single Standing Offer to the offeror whose proposal:

1. Meets the Mandatory Requirements;
2. Offers the lowest aggregate total; and
3. Meets all the Conditions Precedent to Issue a Standing Offer as detailed in Part 5.

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 and Certifications Required with the Offer

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 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.

1.1.2 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 [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.

1.2 Additional Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

1.2.1 Documents Required:

- 1.2.1.1 Proof of insurance coverage which meets or exceeds the coverage stipulated.
- 1.2.1.2 Copy of your company's most recent, signed Health and Safety Plan as it relates to this work.
- 1.2.1.3 A copy of WSIB Clearance Certificate
- 1.2.1.4 List of equipment available to perform the work as per Annex B.

1.3 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

1.3.1 Canadian Content:

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

1.3.2 SACC Clauses

A3050T Canadian Content Definition 2010-01-11

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements:

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 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.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2014 to October 31, 2017.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mary Lou Harrington
Title: Supply Specialists
Public Works and Government Services Canada

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File No. - N° du dossier
PET-4-41018

Buyer ID - Id de l'acheteur
pet903
CCC No./N° CCC - FMS No./N° VME

Acquisitions Branch

Address: Bldg. S-111, Garrison Petawawa
Telephone: 613-687-0789
Facsimile: 613-687-6656
E-mail address: marylou.harrington@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 (PWGSC will fill out at time of award)

The Project Authority for the Standing Offer is:

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

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

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

5.3 Offeror's Representative

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

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: Engineering Service Squadron, 2 ASG Garrison Petawawa, Ontario.

8. Call-up Procedures

Call-ups will be issued direct to the Standing Offer holder in accordance with Annex A&B.

9. 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.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

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 - Services (2014-06-26) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. Certifications

12.1 Compliance

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 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 _____. (*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. 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.

2.2 SACC Manual Clauses

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

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

1. The Basis of Payment attached hereto as Annex "A" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Harmonized Sales Tax (HST) extra, if applicable.

5.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

5.3 Payment by Credit Card

Credit cards are not accepted.

OR

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions - 2010C, General Conditions, Services.

6.1 Invoicing Instructions

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) DND's purchase order number and the Standing Offer number;
- d) description of the services.

7. Insurance

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

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

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

ANNEX ‘A’ STATEMENT OF WORK

Gravel Crushing, Garrison Petawawa

The work under this requirement comprises the furnishing of all tools, labour, material, equipment and supervision required for gravel crushing, screening, sand stockpiling and hoe ramming at various aggregate pits located at Garrison Petawawa on an “as and when requested” type basis.

1. Standards

- 1.1 Canadian Standards Association (CSA)
- 1.2 Underwriters’ Laboratories of Canada (ULC)
- 1.3 Americana National Standard Institute (ANSI)
- 1.4 Canadian General Standard Board (CGSB)
- 1.5 National Building Code (NBC)
- 1.6 Ontario Ministry of Transport Standards
- 1.7 Aggregate Resources Act
- 1.8 Ranges and Training Area (RTA) Access and Use Table
- 1.9 Canada Labour Code Part II
- 1.10 Ontario Provincial Specification Standard (OPSS)

2. General

- 2.1 The Contractor during all call ups for this requirement shall complete the work in accordance with the scope of work.
- 2.2 The Technical Authority or his designate are the only personnel authorized to request services. Services undertaken at the request of unauthorized person(s) shall be done at the contractor’s risk with regard to payment. The end users (military or civilian personnel) are considered unauthorized persons.
- 2.3 Operating Environment
 - 2.3.1 The operating environment for this requirement is Garrison Petawawa
 - 2.3.2 The location of work is in various site stated in para 3.2.
- 2.4 The Contractor will have seventy-two (72) hours to coordinate with the Technical Authority once the call up has been made for this requirement.

- 2.5 The Contractor is to report to the Contracts Office Bldg S-111, Room C-115 at Garrison Petawawa to sign in the Contractor's log book and must also sign out at the end of each work day if working during the hours of (0730-1600 hours). If the Contractor is working outside those hours due to military requirements the Contractor will keep a log of their time in which they will drop off to the Contracts Office at the end of that week.
- 2.6 The Contractor will maintain a capability of communicating utilizing a cellular phone, with the Technical Authority, at all times while on site at Garrison Petawawa.
- 2.7 There will be no restriction of hours of operation of the crushing plant except for that deemed operationally necessary by the Range Control Officer to accommodate military training requirements or latest edition of the Range Standing Orders.
- 2.8 The work under this requirement takes place year round. For winter work, ploughing and sanding of the access roads to and from the pits is the responsibility of the contractor.
- 2.9 Winter is defined in this requirement for the period 01 Dec to 31 Mar.
- 2.10 As the Department of National Defence (DND) takes health and safety for all persons granted access to the workplace very seriously. In accordance with the Canadian Labour Code Part 2 (CLC) "all reasonable care is taken to ensure that all persons granted access to the work place, other than employer's employees, are informed of every known of foreseeable health or safety hazard to which they are likely to be exposed in the work place."
- 2.11 Engineering Services Squadron (ESS) has developed a list of foreseeable hazards in Annex A.1. This is not an all-inclusive list due to the generic nature of this process and because we do not know the actual job at this time. At the time of the call up against this requirement and a part or the Contractor Site Safety Briefing all hazards must be identified by the site inspector and contractor representative for documentation and information for all workers.
- 2.12 All personnel employed on this requirement must attend an Unexploded Ordinance (UXO) awareness briefing prior to any site work. Under no circumstance will any personnel who have not attended this briefing will be allowed to work on this requirement.
- 2.13 Contractors and their employees must adhere to Garrison Petawawa Range and Training Area safety procedures and orders as directed by the Range Control Officer. At no time will the Contractor or their staff enter or leave the Training Area without checking with Range Control. The contractor must abide by the Range Standing Orders at all times when working in the Range and Training Area. A copy of the Range Standing Orders can be obtained from the Range Control Officer.
- 2.14 The contractor shall develop a safety plan for this requirement after contract award. This shall be communicated to the Technical Authority and the Contractor's staff.
- 2.15 The Contractor shall take all necessary precautions to protect and prevent damages to any structures and all surrounding equipment, property or installations. Damages caused by the Contractor shall be made good without delay or costs to the crown and to the satisfaction of the Technical Authority.
- 2.16 On completion of the call up the Contractor is to present to the Technical Authority a completed service report.

- 2.17 Upon completion of the work a report will be typed, printed and signed. Reports are also required in English PDF electronic format. These reports will include:
- 2.17.1 The start and end date for the requirement;
 - 2.17.2 Time (hourly) it took to crush the material;
 - 2.17.3 The weight of material crushed (scale receipt);
 - 2.17.4 Notes or description of adjustment or calibrations made;
 - 2.17.5 Any unforeseen issues that may have occurred during that requirement.
- 2.18 No invoice will be paid unless the invoice includes the reporting material stated in para 2.17.

3. Technical and Materials

- 3.1 Suggested types of equipment.
- 3.1.1 Crusher and conveyor belt capable of crushing a minimum of 150 tonne per hour;
 - 3.1.2 Breaker, hopper and conveyer belt;
 - 3.1.3 Front-end loader;
 - 3.1.4 Tandem dump truck;
 - 3.1.5 Blade equipment (for stockpiling);
 - 3.1.6 Metal detector (mandatory);
 - 3.1.7 Stacking conveyer;
 - 3.1.8 Weigh scale on production conveyer;
 - 3.1.9 Caterpillar Model D6 bulldozer or equivalent or larger for grubbing;
 - 3.1.10 Hoe ram capable of breaking concrete slabs to a thickness of three (3) feet thick.
- 3.2 The work of this requirement takes place in the training area of Garrison Petawawa. There are 4 pits currently active. A map is included within this statement illustrating their locations. They are located at grid references: Note that locations are subject to change.
- 3.2.1 Pit A- 134 844
 - 3.2.2 Pit B- 049 819
 - 3.2.3 Pit C- 123 835
 - 3.2.4 Pit D- 210 850
- 3.3 If at any time work must cease due to mechanical breakdown, the Contractor will notify the Technical Authority immediately.
- 3.4 All hazmat spills must be reported immediately to the Garrison Fire Hall at 687-5511 local 5555 and to the Technical Authority.
- 3.5 Disposal of oil and oily refuse is the Contractor's responsibility and must be transported by appropriate means and disposed of at an approved facility.
- 3.6 Contractor's equipment or actions resulting in a hazmat spill will be the financial responsibility of the Contractor in regards to cleanup. Cleaning and disposal operations must comply with local ordinances and anti-pollution laws.
- 3.7 There will be no onsite disposal of waste.

- 3.8 Scales must be calibrated and operational on a stacker as the material is produced. Production sheets and proof of scale calibration must be submitted with the invoice.
- 3.9 The hoe ram must be capable of breaking concrete slabs to a thickness up to and including 3ft thick. Any pieces with rebar are to be placed in separate piles for DND disposal.
- 3.10 The hoe ram operator and laborer are both capable of recycling the used concrete and asphalt slabs dumped at the pit sites. All concrete with rebar imbedded will not be recycled.
- 3.11 The hopper and conveyer system will have a metal detector placed and fully operational ahead of the breaker. All material to be crushed will go through the detector system before entering the crushing cycle. The metal detector system is to work in conjunction with an automatic shutdown that is capable for ceasing operations when metal objects are detected.
- 3.12 When the detection of a metal object shuts down crushing operations, a visual check will be carried out to determine:
 - 3.12.1 If the object can be identified as anything other than munitions; the operator will remove the metal object and continue crushing operations
 - 3.12.2 If the object cannot be identified as a munition or if the object cannot be identified the operations will remain shut down and the Technical Authority will be notified. The operation will remain shut down until the cause has been identified and corrected. Under no circumstances will a shutdown be ignored or assumed to be a nuisance issue.
- 3.13 The work of this requirement includes the provision of grubbing along the perimeter of the pits as required by the Technical Authority. Under no circumstance will the Contractor complete any grubbing without the approval of the Technical Authority. The Technical Authority will provide in writing a clear description of area of work completed with dimensions. The Technical Authority will ensure the area is clearly identified. The Technical Authority will also confirm in writing prior to any work on grubbing that the level of UXO clearance has been completed. The contractor shall complete and submit a Hazard Control Plan to the Technical Authority for approval prior to conducting any site work.
- 3.14 All aggregate will be crushed to Ontario Provincial Specification Standard (OPSS) 1010
- 3.15 There is a requirement to supply and operate a screening plant to screen for winter sand for stockpiling. The sand will meet OPSS 1004, material specification for aggregates miscellaneous.
- 3.16 The by-product residue of gravel crushing will be placed in an area where a screening / crushing site has been designated by Technical Authority. The sand screening will be in the same general area as gravel crushing.
- 3.17 A conveyer with hopper and front-end loader for stockpiling / mixing sand salt at the Garrison Salt storage shed will be sufficient in size to fill a shed to maximum capacity. (Approx. 60 feet)

ANNEX A.1

FORESEEABLE SAFETY HAZARDS

1) Foreseeable Safety Hazards

- a) Ontario Occupational Health and Safety Act R.S.O. 1190 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (the Owner of Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. 1990.
- b) Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its Employees and Contractors. Prior to commencement of work, Canada will require the Service Provider to provide a task and site specific safety plan regardless of the Service Provider's obligation under the Ontario Health and Safety Act.
 - i) The means small Service Providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide a site specific plan as per the Health and Safety Program as part of this requirement.
 - ii) Canada will identify the common medium to high risk tasks. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service Provider's review and subsequent safety plan must be communicated to Canada and their employees should not be downgraded to a simple "one size fits all" format. Each situation must be tailored specifically in writing to the project at hand.
 - iii) Canada will require a proof of attendance that all Service Providers, employees, subcontracted employees and if required Canada's affected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement/task.
- c) Canada's due diligence will be exercised by the Technical Authority by verifying that the Service Provider:
 - i) Has an established and current safety program in force for all employees under contract for this requirement.
 - ii) Has complied with all applicable WSIB legislation.
 - iii) Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed.
 - iv) Is providing their own supervision for safety aspects of the project.
 - v) Is performing the work in a safe manor using the correct protective equipment.

- d) If the Technical Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
 - i) The Technical Authority will identify the hazard to the Service Provider's responsible person, who is identified in their safety plan.
 - ii) If the unsafe work practices continue the Technical Authority may stop work until the Service Provider can rectify the unsafe practice. No compensation will be paid to the Service Provider for work stoppages due to their personnel's unsafe work practices.
 - iii) Canada may require that the Service Provider replace their personnel if those personnel are repeatedly performing unsafe work.

e) Common Medium to High Risk Hazards

- i) As this is not an all-inclusive list it does encompass some of the most commonly occurring hazards at Garrison Petawawa. The Service Provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:
 - (1) **Exposure to exploded ordinance** - Garrison Petawawa has known to have unexploded ordinance UXO risks. Garrison Petawawa has written procedures for access to know areas with UXO hazards. Even in areas that do not require special UXO training, Service Providers must ensure they inform their staff that if for any reason there could be an UXO. If the Services Providers come upon an UXO they are not to investigate, but instead, leave the area and inform the appropriate authorities.
 - (2) **Excavation** – Extreme care and planning must be taken for all excavations (manual and machine) before commencing.
 - (3) **Exposures to high voltage/arc flash** – many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution. Extreme care and planning must be taken not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.
 - (4) **Working at heights** – Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk and fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).
 - (5) **Working in confined spaces** – Canada has many different types of confined spaces. Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. Service Providers must comply with Canada's confined space access policy including entry permit processes.

- (6) **Hot work** – Canada's facilities require a hot work permit for all activities listed in the local Garrison Fire Hall hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.
 - (7) **Working with chemicals** – Many projects requires the use of chemicals to complete them. Extreme care and planning must be exercised on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will the Service Provider's chemicals be disposed of in any location or system on Canada's property.
 - (8) **Traffic control** – In many facilities, Canada maintains its own road system and emergency service responders. Under no circumstances shall the Service Provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders time to adjust routes for emergency responses. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with Service Provider's employees.
 - (9) **Exposure to pressure vessels** – many of Canada's facilities contain regulated pressure vessels in areas such as heating plants, boiler rooms and ice making plants. The Service Provider must ensure that a qualified person is in attendance at all times when installing or maintaining pressure vessels. Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels.
 - (10) **Requirement to lock out potential energy sources** – Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the Service Provider investigate all potential energy sources for each project and ensure they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources.
 - (11) **Other** – at the time of work, if there are other known hazards that are not listed, the Technical Authority and Service Provider will agree on what they are and ensure the hazard are covered in the Work Site Specific Safety Plan.
- f) **Other Hazards**
- i) Temperatures may reach 45 degrees Celsius in the summer and minus (-) 45 degrees Celsius in the winter.
 - ii) Cave ins

iii) Crushing operations

- (1) Noise
- (2) Flying debris
- (3) Falling objects
- (4) Crushing
- (5) Clogging
- (6) Clog removal
- (7) Dust
- (8) Isolation from medical help

ANNEX “B”

BASIS OF PAYMENT

The format of the Pricing shall not be altered except for the provision of the bid price for each item and each year. All prices are net prices are to be in Canadian funds including all labour, equipment, materials, Canadian Customs duties, exercise taxes and are FOB designations(s) indicated, including all delivery charges. HST is not included in pricing and shall be shown as a separate item on invoices.

Estimated usages as set out in the RFSO are to allow Canada to evaluate the offers and are only estimates. No estimate contained in the RFSO represents a commitment on behalf of Canada. Estimates given are per year.

Year 1 – date of issue to 31 Oct 2015

Year 2 – 01 Nov 2015 to 31 Oct 2016

Year 3 – 01 Nov 2016 to 31 Oct 2017

Grid References:

Pit A – 134 844

Pit B – 049 819

Pit C – 835 123

Pit D – 850 210

Item	Pit# or Location	Description	Unit of Measure	Season	Usage Figure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1	A	Crush Granular A	tonne	Summer	2300			
2	A	Crush Granular B	tonne	Summer	2300			
3	B	Crush Granular A	tonne	Summer	7770			
4	B	Crush Granular A	tonne	Winter	3330			
5	B	Crush Granular B	tonne	Summer	1942			
6	B	Crush Granular B	tonne	Winter	832			
7	C	Crush Granular A	tonne	Summer	2300			
8	C	Crush Granular B	tonne	Summer	2300			
9	D	Crush Granular A	tonne	Summer	10360			
10	D	Crush Granular A	tonne	Winter	4440			
11	D	Crush Granular B	tonne	Summer	2590			
12	D	Crush Granular B	tonne	Winter	1110			
13	All	Grubbing	Hour	Summer	40			
14	All	Grubbing	hour	Winter	40			
15	All	Screen Winter Sand (including Stockpiling)	tonne	Winter	5000			
16	Salt Storage Shed	Conveyer with hopper and front-end loader	hour	Summer	16			
17	Salt Storage Shed	Conveyer with hopper and front-end loader	hour	Winter	16			
18	D	Hoe Ram with	hour	Summer	200			

		Operator laborer						
19	All	1/2” – 4 1/2” Screened Crush Rock 2	tonne	Summer	2500			
20	All	1/2” - 4 1/2” tonne Winter Screened Crush Rock 2	tonne	Winter	2500			
21	All	4”-6” Screened Rock	tonne	Summer	4400			
22	All	4”-6” Screened Rock	tonne	Winter	5000			
23	All	4”-6” Screened Rock	tonne	Summer	3750			
24	All	4”-6” Screened Rock	tonne	Winter	5000			

1. Explanation- lines 21-24: Supply 4”-6” Screened Rock
 - a. Lines 21-22
 - i) Option 1 – most economical and reduces waste by-product at the DND pits
During the production of Granular “A” or Granular “B”, pull the 4” and greater material off the crushing circuit during production.
 - ii) Lines 23-24
Option 2 – as a “Stand alone” operation. This would result in waste by-product at the DND pits.